

AGENDA

7:30 p.m. Wednesday, December 21, 2011

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular minutes November 22, 2011 and closed session minutes from November 9, 2011.

P-1 Proclamation in honor of Mary Folker for her dedicated service to her community (previously presented) (L. Wallace)

P-2 Proclamation honoring Sgt. Bruce Scott and his arson S-9, T.K. upon T.K.'s retirement on September 30, 2011 from the Gloucester County Sheriff's Office. (to be presented) (Sheriff Morina)

PUBLIC HEARING AND ADOPTION OF A BOND ORDINANCE AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL IMPROVEMENTS, THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT AND THE ACQUISITION OF CERTAIN REAL PROPERTY FOR THE GLOUCESTER COUNTY COLLEGE, IN THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$7,551,800 THEREFORE; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$7,551,800; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING. This ordinance will allow us to take advantage of the state "Chapter 12" program, where the state pays half the debt service for capital projects at county colleges. In other words, the state will pay the principal and interest on \$3,775,900.00 of this ordinance. Projects funded included renovations to Roofs, Parking lot resurfacing and expansion, road improvements to improve traffic patterns, classroom renovations, library renovations and the purchase of the old Superintendent of Schools Building.

PUBLIC HEARING AND ADOPTION OF A BOND ORDINANCE AUTHORIZING THE CONSTRUCTION OF VARIOUS EMERGENCY BRIDGE AND ROADWAY IMPROVEMENTS AND REPAIRS IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$2,500,000 THEREFORE; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$2,375,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING. This ordinance is designed to fund the two emergency appropriations approved earlier this year. This will allow us to avoid having to fund these emergencies in the 2012 budget. Although debt is approved in this ordinance, our intent is to defer bonding until FEMA funds, expected to be 75% of costs, are received. At that point only costs incurred over the amount reimbursed through FEMA will be bonded.

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion)

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER

DEPUTY DIRECTOR W. WALLACE

A-1 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF PENDING LITIGATION CAPTIONED ANDREW MCCLAVE v. GLOUCESTER COUNTY, C.P. NO. 2010-26868, AND KENNETH WARFIELD v. GLOUCESTER COUNTY, C.P. NO. 2004-26802. The general nature of the subject to be discussed at the closed session of December 21, 2011, shall be the possible settlement of the Workers' Compensation claim captioned Andrew McClave v. Gloucester County, Claim Petition number 2010-26868, and Kenneth Warfield v. Gloucester County, Claim Petition Number 2004-26802.

A-2 RESOLUTION AUTHORIZING THE REIMBURSEMENTS TO THE BOROUGH OF GLASSBORO (IN THE AMOUNT OF \$148,800.00); THE BOROUGH OF NATIONAL PARK (IN THE AMOUNT OF \$14,693.49); THE BOROUGH OF SWEDESBORO (IN THE AMOUNT OF \$13,223.12); AND THE TOWNSHIP OF WEST DEPTFORD (IN THE AMOUNT OF \$47,830.40) FOR CERTAIN COSTS ASSOCIATED WITH TAX MAP EXPENSES AS RELATED TO REVALUATION. Reimbursement of tax map expenses as related to the revaluation for tax year 2011, as follows:

Borough of Glassboro	\$148,800.00
Borough of National Park	\$ 14,693.49
Borough of Swedesboro	\$ 13,223.12
Township of West Deptford	\$ 47,830.40

Total: \$224,547.01

A-3 RESOLUTION AUTHORIZING 2011 BUDGET TRANSFERS WITHIN THE COUNTY OF GLOUCESTER. This resolution is needed to transfer funds from one department to another where needed.

A-4 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6. The Human Resources Manual provides administrative policies and formalizes employee procedures. These policies and procedures seek to provide uniform operations within each department, increase efficiency, improve employee morale, and enhance service to Gloucester County residents. The Human Resources Department is requesting a resolution to approve, as part of the Administrative Code, eleven revisions to certain parts of the existing manual (PER-6). These policies being requested for modification, and the explanation why, are as follows:

- 3.8 Retirement: Updated in accordance with changes in statute, providing details of the multiple tiers that have been established in recent years and other eligibility factors.
- 5.1 Health Benefits: Updated in accordance with changes in employee and retiree contributions to health benefits as mandated in Chapter 78, P.L. 2011, clarified dental benefits for non-union employees.
- 5.4 Pension Plans: Updated in accordance with changes in statute, providing details of the multiple tiers that have been established in recent years, added State website, updated PERS loan rate.
- 6.1 Q Leave Request: Added area for identifying the employee's relationship to the deceased when requesting bereavement.
- 6.11 Unpaid Leave: Updated in accordance with Chapter 78, P.L. 2011, specifying that employee contribution to health benefits continue during unpaid leave, as applicable.
- 6.11 R Family and Medical Leaves of Absence: Added reference to 6.11 R-1 (see below)
- 6.11 R-1 Employee Rights and Responsibilities under FMLA: Added the U.S. Department of Labor WHD publication 1420 to the Unpaid Leave policy.
- 7.7 Exhibit F - Prohibition of Discrimination, Harassment, or Hostile Environments in the Workplace: Revised in accordance with current rules and regulations. Name of form changed to Pre-Intake Questionnaire for Employment Complaints.
- 8.2 Z Report of Job Accident: Revised page 3 regarding requesting leave related to an on-the-job injury or illness to clarify the specific steps required to take such leave.
- 8.3 Building Security and Evacuation: Revised policy to account to include evacuation accountability, stress the mandatory procedure of palm scanning and/or key fobs.
- 9.3 Vital Information: Added area for signature and date.

These existing policies were reviewed and modified for accuracy due to evolution and to continue functional change. These changes make the Human Resources Manual a better management tool for the county and provides clearer direction to employees.

A-5 RESOLUTION AUTHORIZING A CONTRACT WITH STRATEGIC PRODUCTS AND SERVICES THROUGH STATE CONTRACT #A42285 TO PURCHASE TELEPHONE SWITCHES AND OTHER NECESSARY HARDWARE ALONG WITH A MAINTENANCE CONTRACT FOR A MAXIMUM CONTRACT AMOUNT OF \$130,000.00. State Contract #: A42285 for Strategic Products & Services at 3 Wing Drive, St # 100 Cedar Knolls, NJ 07927 to provide software support and maintenance to the County of Gloucester's telephone system and other various components also to purchase telephone switches along with software and hardware. It is a one-year software support term that will begin when resolution is passed 12/21/2011. The contract amount is not to exceed \$130,000.00.

A-6 RESOLUTION AUTHORIZING AWARD OF A SPLIT RFP FOR A PERIOD OF ONE YEAR COMMENCING DECEMBER 21, 2011 AND TERMINATING DECEMBER 20, 2012 TO 1) TODD & BLACK, INC. FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$95,000.00; 2) STEVEN M. BARTELT, MAI FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$45,000.00; 3) MOLINARI & ASSOCIATES, PC FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$45,000.00; 4) APPRAISAL SYSTEMS, INC. FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$45,000.00; 5) J. MCHALE & ASSOCIATES, INC. FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$45,000.00. Resolution authorizing award of a split RFP to a pool of five appraisers in connection with the defense of assessments. Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the PILOT program. There have been 700 to 2,000 County Appeals and 150 to 200 State Appeals for the entire County. From time to time it may be necessary to engage in a pool of appraisers for defense of such appeals from the following appraisers to be awarded the contract 1) Todd & Black, Inc. for maximum contact amount \$95,000. 2) Steven M. Bartelt, MAI for a maximum contract amount \$45,000.00. 3) Molinari & Associates, PC for a maximum amount of \$45,000.00. 4) Appraisal Systems Inc. for a maximum amount of \$45,000.00. 5) McHale for a maximum amount of \$45,000.00 each for a period of one year commencing December 21, 2011 and terminating December 20, 2012.

A-7 RESOLUTION APPROVING PREPARATION OF CONDO DEEDS FOR THE PARKING GARAGE AND JUSTICE COMPLEX LISTED UNDER BLOCK 121, LOT 1, FORMERLY KNOWN AS BLOCK 121, LOTS 1, 2, 3, 8, 9, 10, 10.04, 10.05, 14.15, 16, 17, 18, 19, 21.01, 22, 23 AND 25. To prepare condominium deeds to ensure tax exempt status of the justice complex and parking garage.

A-8 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF DECEMBER, 2011. The Treasurer of Gloucester County submits the bill list for December for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed December 22, 2011.

A-9 RESOLUTION SETTING FORTH DATE, TIME, AND LOCATION FOR THE ANNUAL REORGANIZATION MEETING ON JANUARY 6, 2012 AT 6:00 PM, IN THE CEREMONIAL COURTROOM.

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHILA**

B-1 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY COLLEGE TO PROVIDE A WORKPLACE LITERACY ALTERNATIVE WORK EXPERIENCE (AWEP) PROGRAM DECEMBER 1, 2011 THROUGH NOVEMBER 30, 2012 FOR A MAXIMUM CONTRACT AMOUNT OF \$200,000.00. This Resolution will allow the Workforce Investment Board to establish a Shared Services Agreement with Gloucester County College. Gloucester County College (GCC) will assist in the coordination of Literacy Services and will deliver those services to the welfare population at the College as well as the One-Stop Career Center. This population includes Temporary Assistance to Needy Families (TANF), General Assistance (GA) and Supplemental Nutrition Assistance Program (SNAP) previously known as (Food Stamps) only participants. The curriculum includes literacy and GED training but also soft skills and other pre-vocational education / training. The literacy portion for TANF participants can be for 15 hours per week with the AWEP for 20 hours a week. The hours of participation for the GA and Food Stamp population only is done on a case by case basis. However, 15 hours per week is the minimal amount of hours of participation across the entire WFNJ population. This agreement is for twelve (12) months, which starts December 1, 2011 and ends November 30, 2012. The

allocation is not to exceed **\$200,000.00** which is from WFNJ (\$200,000.00) as an Alternative Work Experience Program (AWEP).

B-2 RESOLUTION AMENDING THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT; TRANSFERRING FUNDS OF \$17,532.42 FROM DISLOCATED WORKER TO THE ADULT PROGRAM FOR THE GRANT PERIOD JULY 1, 2010 TO JUNE 30, 2011. The New Jersey Department of Labor and Workforce Development approved the County's request to transfer \$17,532.42 of Program Year 2010 Workforce Investment Act funds from Dislocated Worker to the Adult program. Federal funding is based on a formula. The request to transfer Dislocated Worker funds into the Adult Program was generated by the fact that more eligible Adult customers were enrolled into training programs than the original allocation could cover. The transfer of funds needs to be reflected in the New Jersey Department of Labor's Workforce Area Contract for Program Year 2010 (July 1, 2010 through June 30, 2011). These monies being transferred must be fully expended by June 30, 2012. The total funding for our County in PY 2010 is \$3,399,803.00. This contract formally acknowledges the financial contract between NJLWD and the County of Gloucester.

B-3 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO NJDOT FEDERAL AID AGREEMENT #11-DT-BLA-613 FOR FEDERAL FUNDING AVAILABLE IN AN AMOUNT NOT TO EXCEED \$1,983,154.00, FOR THE RESURFACING AND SAFETY IMPROVEMENTS TO BUCK ROAD (CR553) 1000' N. OF CLAYTON AVENUE (CR 608) TO SALEM COUNTY LINE IN THE TOWNSHIPS OF ELK AND FRANKLIN, GLOUCESTER COUNTY. The Resolution will approve and authorize the County of Gloucester to enter into NJDOT Federal Aid Agreement #11-DT-BLA, Federal Project # STP-0144 (109) for Federal Funding available in an amount not to exceed \$1,983,154.00 for the resurfacing and safety improvements to Buck Road (CR553) 1000 ft. north of Clayton Avenue (CR608) to the Salem County line in the Townships of Elk and Franklin, Gloucester County.

B-4 RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER #01-INCREASE WITH SOUTH STATE, INC. IN THE AMOUNT OF \$40,286.89 REGARDING COUNTY ENGINEERING PROJECT 05-01SA. The resolution will authorize a Contract Change Order #01-Increase with South State, Inc. (P.O. Box 68, Bridgeton, NJ 08302) for adjustments to the length and height of retaining walls 4 & 5 to fit existing topography. The existing grades were found to be higher than the original topographic survey revealed. This change order also provides for a driveway culvert adjacent to the wall #5 and stabilization of the steep slope behind a portion of wall #5, in association with the Project "Construction of the Barnsboro Traffic Intersection: Main Street (CR553A), Breakneck Road (CR603) and Richwood Road (CR609), in Mantua Township, Gloucester County, Engineering Project #05-01SA" in the amount of \$40,286.89. This Project entailed the relocation of the Richwood Road, CR609, leg of the existing 5-legged intersection to a new unsignalized intersection on Breakneck Road, CR603. The remaining standard 4-way intersection of Main Street (CR553A) and Breakneck Road/Center Street (CR603) will be widened to provide formal left turn legs on all approaches with a new traffic signal system constructed. This project is 100% State Aid Funded.

B-5 RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER, DECREASE #03-FINAL WITH SOUTH STATE, INC., IN THE AMOUNT OF \$122,633.71 REGARDING COUNTY ENGINEERING PROJECT #99-14FA. The Resolution will approve and authorize a Contract Change Order Decrease #03-Final with South State, Inc. (P.O. Box 68, Bridgeton, NJ 08302), necessary to adjust the contract amount for final "As-Built" quantity adjustments to reflect actual field conditions. Supplemental Items include 4' Vinyl Fence, 6' Vinyl Fence, Guide Rail Post Modifications and Asphalt Penalty in association with Engineering Project #99-14FA "Reconstruction of Tuckahoe Road, County Route 557, from 500 feet +/- north of Marsh Lake Branch to US Route 40, Harding Highway, Section 6, Franklin Township, Gloucester County, New Jersey" in the amount of \$122,633.71. The improvements included widening of the existing roadway providing 10-foot shoulders, full-depth replacement of existing pavement, minor realignments which improved roadway curvature, provision of superelevation to meet safety standards, and realignment of the southern end of the road which created a new intersection with Route 40. The two-mile long project limits begin approximately ½ mile south of the Route 557/Whitehall Road intersection and continue southeast to a point approximately ½ mile northwest of the Route 557/Piney Hollow Road intersection. New drainage inlets and culverts were installed and stormwater basin management facilities were also constructed. This project is 100% Federally funded.

B-6 RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER, DECREASE #01-FINAL, WITH NUPUMP CORPORATION IN THE AMOUNT OF \$649.50 REGARDING COUNTY ENGINEERING PROJECT #11-09FA(19). The Resolution will approve and authorize a Contract Change Order Decrease #01-Final with to Nupump Corporation (P.O. Box 157, Malaga, NJ 08328), for final "As-Built" quantities due to increases and decreases reflecting actual field condition in association with the Emergency Project "Emergency Repair to Auxiliary Spillway Culvert on Porchtown Road, County Route 613 at Iona Lake, Franklin Township, Gloucester County", Engineering Project #11-09FA(19), in the amount of \$649.50. The County of Gloucester solicited quotes for the emergent repair at the above referenced location. The project involved the emergency repair of an existing 4' high x 5' wide, nominal width, concrete box culvert which crosses Porchtown Rd. (CR 613) at Reed Branch (Iona Lake) in Franklin Township. The existing culvert acts as the auxiliary overflow for Iona Lake. An inspection of the pipe revealed a portion of the concrete and rubble floor has scoured away after Hurricane Irene which has created sinkholes on the overlying road surface of Porchtown Rd. (CR 613) creating the need for repair. The project authorization followed emergency procurement procedures through the County's Purchasing, Engineering and Legal Departments. This project is anticipated as 75% Federally reimbursable project. FEMA field inspected the damage as a result of the August 28, 2011 storm event. The project is expected to be reimbursable under the disaster declaration.

B-7 RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER, DECREASE #01-FINAL, WITH NUPUMP CORPORATION IN THE AMOUNT OF \$14,754.80 REGARDING COUNTY ENGINEERING PROJECT #11-09FA(100). The Resolution will approve and authorize a Contract Change Order Decrease #01-Final with to Nupump Corporation (P.O. Box 157, Malaga, NJ 08328), for the Emergency Project "Emergency Repair to Bridge 5-F-4, High Street over South Branch of the Raccoon Creek in the Township of Harrison, Gloucester County", Engineering Project #11-09FA(100), in the amount of \$14,754.80. The County of Gloucester solicited quotes for the emergency repair at the above referenced location. The project involved the emergency repair of an existing 24' high x 35' wide, nominal width, concrete arch bridge which carries High Street (municipal road) over the Raccoon Creek in Harrison Township. An inspection of the bridge found a significant undermining of the existing footings, revealing the existing the timber piles below the water line. The extreme flooding during Hurricane Irene created the scour condition below the foundations which has created sinkholes on the overlying road surface of High Street creating the need for repair. A temporary repair of the sinkhole had taken place by constructing a concrete and rock plug, which did not hold given the extent of the scour. The repairs entailed the placement of grout bags filled with pressure grouting below the footings, sized to fit between existing timber piles in the voided areas. The excavated area next to the abutment was backfilled with flowable fill (CLSM) to the bottom of the paving box (1 foot below finished grade). The area was also fully paved. Underwater video was taken during diving operation for the construction operations. Repairs were made to the existing spalled concrete at the centerline of the bridge. The existing inside arch surfaces were cleaned and sealed with a pneumatically applied mortar, and outside exposed surfaces were cleaned by water blasting, including removal of the existing worn epoxy coating, new epoxy waterproofing was applied to the wing walls, parapets and outside abutments. Rip rap was placed in the stream at the existing upstream scour hole and entire eroded channel to the top of the exposed footing to the extent shown on the details to control scour. Reno mattress and gabions were installed on all four quadrants of the bridge to also address existing erosion. The project authorization followed emergency procurement procedures through the County's Purchasing, Engineering and Legal Departments. This project is anticipated as 75% Federally reimbursable project. FEMA field inspected the damage as a result of the August 28, 2011 storm event. The project is expected to be reimbursable under the disaster declaration.

B-8 RESOLUTION AWARDED A SPLIT CONTRACT FOR NATURAL GAS SUPPLY SERVICE FOR THE COUNTY OF GLOUCESTER TO HESS CORPORATION AND WOODRUFF ENERGY FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$300,000.00 ANNUALLY PER COMPANY PURSUANT TO THE SOUTH JERSEY POWER COOPERATIVE SYSTEM BID PROCESS, WHICH THE CONTRACTS SHALL BE EFFECTIVE AS OF THE DECEMBER 2011 METER READING DATES AND ENDING WITH THE NOVEMBER 2014 METER READING DATES. Hess Corporation was awarded the PSE&G accounts and Woodruff Energy was awarded the South Jersey Gas accounts. An estimated savings of approximately \$96,500.00 for Gloucester County Accounts will be realized over a 36 month contract term.

B-9 RESOLUTION URGING THE FEDERAL GOVERNMENT TO PREVENT THE CLOSING OF THE BELLMAWR POST OFFICE. The U.S. Postal Service has announced the closing and consolidation of 3,700 local post offices. This will not only cut thousands of jobs, but will adversely affect delivery/receipt of first class mail. The Bellmawr branch office is slated for closure in conjunction with five other New Jersey facilities. Numerous residents, businesses and governmental entities are dependent upon this facility. This resolution will urge the Federal Government to prevent the closing of the Bellmawr Post Office, which would adversely impact the day-to-day activities of many throughout Gloucester County and the economic activity of countless businesses that rely on first class mail service.

**DEPARTMENT OF HEALTH &
EDUCATION**

**DEPUTY DIRECTOR W. WALLACE
FREEHOLDER CHILA**

C-1 RESOLUTION AUTHORIZING A GRANT APPLICATION AND PROPOSAL TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUESTING CERTAIN FUNDING UNDER THE COUNTY ENVIRONMENTAL HEALTH ACT FOR 2012. The Department of Health and Senior Services requests Freeholder authorization to apply for the renewal of and execute all documents relating to CEHA grant funds pertaining to program year 2012. These funds support services provided on behalf of the NJDEP, including hazardous materials, emergency response, water and noise pollution prevention, etc.

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER DiMARCO**

D-1 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2011 HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS IN THE AMOUNT OF \$326,977.28. This grant will enhance the County's abilities to prevent, protect, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies. Grant will enhance communications and safety of special teams.

D-2 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO VICTOR A. HERESNIAK, D.O., F.A.C.E.P. FOR THE PROVISION OF PROFESSIONAL SERVICES AS MEDICAL DIRECTOR FOR THE GLOUCESTER COUNTY REGIONAL EMS PROGRAM, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM AMOUNT OF \$80,000.00, FOR THE PERIOD COMMENCING DECEMBER 22, 2011 AND CONCLUDING DECEMBER 21, 2012. As part of the regional EMS services program, the County is required to have a medical director. To that end RFP 011-052 was prepared and reviewed. Dr. Victor A. Heresniak, D.O., F.A.C.E.P. with an address of 108 Patricia Dr., PO Box 189, Swedesboro, NJ 08085 was recommended to be awarded this RFP. Dr. Heresniak will bill the County \$150.00 per hour. Contract amount not to exceed \$80,000.00

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES**

**FREEHOLDER NESTORE
DEPUTY DIRECTOR W. WALLACE**

E-1 RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS TO APPROVE PAYMENTS FOR NON-MATCHABLE SYSTEM PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY UNDER N.J.S.A. 30:1-12. Resolution authorizing the Gloucester County Board of Chosen Freeholders to approve payments for non-matchable system payments. The Gloucester County Division of Social Services through the County of Gloucester is required by the State of New Jersey to make payments for "Non-Matchable Systems Payments" in accordance with N.J.S.A. 30:1-12 and N.J.A.C. 10:8-1.1 for data processing, vendor and related costs for operational systems, data processing charges for the Family Assistance Management Information System, charges for the Family Assistance management Information System (FAMIS), the automated Child Support Enforcement System (ACSES), the county MAGNA 8 reporting, and operational costs for the EBT process and payments for the Federal Parent Locator service fees, child support and paternity incept fees and data processing electronic benefits to include but not limited to IRS Fees (Federal Tax Collection Service Fees), SOIL Fees (State Tax Collection Services Fees), and Pre-Offset Fees (it is an administrative costs ex. Printing and Mailings).

E-2 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO EXECUTE A CONTRACT AMENDMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER AND NEW JERSEY TRANSIT TO MODIFY THE FFY'2008 JOB ACCESS AND REVERSE COMMUTE (JARC) ROUND 10 GRANT FUND EXTENDING PERIOD OF AVILABILITY OF FUNDS THROUGH JUNE 30, 2012. Gloucester County is seeking amendment to Round 10 JARC grant funds extending the date from December 31, 2011 to June 30, 2012. All other conditions of the Agreement shall remain the same. These funds allow Gloucester County to address requests for employment related transportation from low-income residents and/or residents with disabilities through June 30, 2012.

**DEPARTMENT OF GOVERNMENT
SERVICES**

**FREEHOLDER L. WALLACE
FREEHOLDER DiMARCO**

F-1 RESOLUTION RATIFYING THE GLOUCESTER COUNTY PROSECUTOR'S CONTINUATION OF A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES SECRET SERVICE FOR THE FUNDING OF THE ELECTRONIC CRIMES TASK FORCE IN GLOUCESTER COUNTY. The Gloucester County Prosecutor's Office High Tech Crimes Unit has developed a good working relationship with the United States Secret Service involving electronic crimes. The Secret Service has funds available and is providing us with \$10,000.00 for electronic crimes training and/or equipment. These funds can be used for computer hardware/software, software licenses, computer forensic workstations, and any other equipment needed for this unit. This unit retrieves evidence from computers, cell phones and other electronic equipment so suspects can be prosecuted.

F-2 RESOLUTION AUTHORIZING RENEWAL OF THE STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE IN THE AMOUNT OF \$21,391.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$7,130.00, FOR A TOTAL AMOUNT OF \$28,521.00 FOR THE PERIOD AUGUST 1, 2011 THROUGH JUNE 30, 2012. Funds under the STOP Violence Against Women Grant Program will partially fund the salary of Victim Advocate Rosemarie Seider who provides services to victims of domestic violence where the charges are handled in municipal court. Rosemarie attends municipal court proceedings to assist the Assistant Prosecutor with the handling of these cases. Services are defined as those efforts that respond to the emotional and physical needs of crime victims; assist victims to understand and participate in the criminal justice system; and provide victims with outreach information to additional resources that may be needed. This ensures that victims are treated with fairness, compassion and respect by the criminal justice system to prevent secondary victimization by the system. Grant funds are being received in the amount of \$21,391.00 with a match of \$7,130.00 for a total of \$28,521.00. The grant period is 8/1/11-6/30/12.

F-3 RESOLUTION URGING THE STATE OF NEW JERSEY TO RESTORE FUNDING TO THE PUBLIC ARCHIVES AND RECORDS INFRASTRUCTURE SUPPORT (PARIS) GRANT PROGRAM. Resolution urging the State of New Jersey to restore funding to the PARIS grant program. In the past, the Public Archives and Records Infrastructure Support program provided grants to county and municipal governments to address the need for building and improving the infrastructure of county and municipal records systems enterprise-wide and drive down the administrative cost to taxpayers. That funding has been eliminated since July 2009 and this Resolution urges the Governor and the NJ Legislature to restore the PARIS grant program so Gloucester County can carry on its mission to ensure the integrity and accessibility of all public records.

F-4 RESOLUTION AUTHORIZING THE GRANT APPLICATION FOR ENFORCING THE UNDERAGE DRINKING LAWS ("COPS IN SHOPS") STATE BLOCK GRANT THROUGH THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE FOR THE PERIOD JUNE 1, 2012 TO MAY 31, 2013 IN THE TOTAL AMOUNT OF \$36,000.00. The Gloucester County Prosecutor's Office, Crash Investigation Unit (C.I.U.) and the Gloucester County Highway Safety Task Force have applied for a "Cops in Shops" Enforcing the Underage Drinking Laws (EUDL) grant in the amount of \$36,000.00 for the period of June 1, 2012 through May 31, 2013. The grant is being made available by the New Jersey Division of Alcoholic Beverage Control for continuation funding of a task force approach comprised of sworn police officers throughout the County and from the Gloucester County Prosecutor's Office. This group will be trained and deployed on scheduled evenings to participate in operations that will Enforce the Underage Drinking Laws (EUDL) throughout Gloucester County. The grant will be responsible for reimbursement to officers for the selected municipalities and Prosecutor's Office in order to pay their overtime. The reimbursement rate will be \$55.00 per hour, allowing from 40 to 60 details of "Cops in Shops" enforcement throughout Gloucester County. In 2010, there were 377 arrests made in the County of Gloucester for underage drinking violations.

F-5 RESOLUTION OPPOSING PROPOSED SENATE BILL AYO11832 WHICH PROPOSES TO CREATE MORTGAGE ELECTRONIC REGISTRATION SYSTEMS (MERS 2.0). This resolution is to set forth the County's reservation regarding the implementation of MERS 2.0, and to request a stance by U.S. Legislators in opposition to said provision. The Mortgage Electronic Registration Systems (MERS) was created by the banking industry to process mortgages electronically; however, inadequacies in the system continue to remain unresolved, and the weaknesses in the system have caused consumers, title agents and county governments to bear the expense. The proposed MERS 2.0 system is modeled after the MERS program with its existing deficiencies. Opposition to MERS 2.0 is requested by James N. Hogan, Gloucester County Clerk.

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

G-1 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT MADE BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE TOWNSHIP OF WASHINGTON TO PROVIDE LANDSCAPE DESIGN SERVICES. Resolution authorizing the execution of a shared Service Agreement made by and between the County of Gloucester and the Township of Washington is scheduled for the December 21, 2011 Freeholder Agenda. The township is requesting the services of the County's Landscape Architect Designer to assist in developing a plan for a portion of state right-of way on Route 42 and any other possible projects. This shared services agreement is for a period of one year effective the date of the signed resolution.

G-2 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGH OF WENONAH TO PROVIDE LANDSCAPE DESIGN SERVICES. Resolution authorizing the execution of a shared Service Agreement made by and between the County of Gloucester and the Borough of Wenonah is scheduled for the December 21, 2011 Freeholder Agenda. The Borough is requesting the services of the County's Landscape Architect Designer to assist in developing a plan for the Borough's library, public works yard and any other possible project they may need assistance on. This shared services agreement is for a period of one year effective the date of the signed resolution.

G-3 RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, ON THE FARM PROPERTY OF BRIAN HORNE IN THE TOWNSHIP OF HARRISON KNOWN AS BLOCK 34, LOT 37, CONSISTING OF APPROXIMATELY 11.466 ACRES, IN THE AMOUNT OF \$204,668.10 (CERTIFIED AT \$17,850.00 PER ACRE). This resolution endorses the purchase of the development rights on a property that has made application to the Farmland Preservation Program. This resolution deals with the items necessary in order to commence settlement on this property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in early January, 2012. The property is eligible for a 60% reimbursement for the settlement costs from the State in the County's upcoming Farmland Preservation funding round. Though only 11.466 acres in size the property is immediately adjacent to more than 200-acres of pending and previously preserved farmland and open space, adding to this large contiguous greenway.

G-4 RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING THE FARM PROPERTY OF DAVIDSON GROUP, LLC, LOCATED IN THE TOWNSHIP OF WOOLWICH, KNOWN AS BLOCK 6, LOT 7, CONSISTING OF APPROXIMATELY 23.152 ACRES, IN THE AMOUNT OF \$420,208.80 (CERTIFIED AT \$18,150.00 PER ACRE). This resolution endorses the purchase of the development rights on a property that has made application to the Farmland Preservation Program. This resolution deals with the items necessary in order to commence settlement on this property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in early January, 2012. The property is eligible for a 60% reimbursement for the settlement costs from the State in the County's upcoming Farmland Preservation funding round. It should be noted that this property is contiguous and/or in close proximity to more than 1,000-acres of previously preserved farmland. It should also be noted this property had previously received subdivision approvals for 4 lots to be used for single family homes, but will now be permanently preserved as farmland.

December 21, 2011

Page 9

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

Adjournment

MINUTES

7:30 p.m. Tuesday, November 22, 2011

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Damminger	X	
W. Wallace		X
Chila	X	
DiMarco	X	
Simmons	X	
Nestore	X	
L. Wallace	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Changes to the Agenda

Approval of the regular minutes from October 19, 2011.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila			X		
DiMarco	X		X		
Simmons		X	X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46149 Proclamation in honor of Kenneth P. Atkinson, Director of the Office of Land Preservation, as the recipient of the "Special Service to Agriculture" award to be presented at the GC Board of Agriculture Dinner & Business Meeting on 10/28/11.

46150 Proclamation in honor of Penni & Bill Heritage of Heritage Vineyards & Winery as the recipients of the "Distinguished Service to Agriculture" award to be presented at the GC Board of Agriculture Dinner & Business Meeting on 10/28/11.

46151 INTRODUCTION OF A BOND ORDINANCE AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL IMPROVEMENTS, THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT AND THE ACQUISITION OF CERTAIN REAL PROPERTY FOR THE GLOUCESTER COUNTY COLLEGE, IN THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$7,551,800 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$7,551,800; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila	X		X		
DiMarco		X	X		
Simmons			X		
Nestore				X	
L. Wallace				X	

Comments: Freeholder L. Wallace had questions regarding current property search and asked who has the title to the property. Treasurer Schwarz said Assistant County Counsel Knestaut did a title search. Freeholder L. Wallace also questioned the appraisals. He asked if we needed a current appraisal. Chief Counsel Lyons said he will pull the information and forward to him.

46152 INTRODUCTION OF A BOND ORDINANCE AUTHORIZING THE CONSTRUCTION OF VARIOUS EMERGENCY BRIDGE AND ROADWAY IMPROVEMENTS AND REPAIRS IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$2,500,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$2,375,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore				X	
L. Wallace				X	

Comments: Freeholder L. Wallace asked for an explanation on this. Treasurer Schwarz explained that we borrowed for an emergency and can only bond for 95%.

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion)

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR W. WALLACE**

46153 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY RATIFYING AND CONFIRMING THE PRIOR AUTHORIZATION AND CONSENT OF THE COUNTY TO (I) THE ISSUANCE BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY OF A SERIES OF REFUNDING BONDS TO BE DESIGNATED "COUNTY-GUARANTEED REVENUE REFUNDING BONDS (SHADY LANE NURSING HOME PROJECT), SERIES 2011" IN AN AGGREGATE PRINCIPAL AMOUNT NOT-TO-EXCEED \$10,000,000 AND (II) CERTAIN OTHER MATTERS RELATED THERETO AND PURSUANT TO N.J.S.A. 40:37A-56, ALL IN CONNECTION WITH REFUNDING CERTAIN PRIOR BONDS OF THE AUTHORITY ISSUED TO FINANCE THE COSTS OF CONSTRUCTION AND EQUIPPING BY THE AUTHORITY OF THE SHADY LANE NURSING HOME LOCATED ON REAL PROPERTY LEASED BY THE COUNTY TO THE AUTHORITY.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46154 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF PENDING LITIGATION CAPTIONED JABEZ COONEY, A MINOR, THROUGH HIS PARENTS AND NATURAL GUARDIANS, ELEASE ELLIS-COONEY AND JEROME COONEY V. LA PETITE ACADEMY AND COUNTY OF GLOUCESTER, ET AL., DOCKET NO. GLO-L-773-10

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46155 RESOLUTION AUTHORIZING AND CONFIRMING THE WORKERS' COMPENSATION SETTLEMENTS OF BARBARA ROSS, CLAIM PETITION NO. 2010-32659, IN THE AMOUNT OF \$18,880.00 AND JENINE ELLENA, CLAIM PETITION NO. 2010-11842, IN THE AMOUNT OF \$9,950.00.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46156 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF NOVEMBER, 2011.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		11-02258 11-02261 11-00651 11-010216 11-09682
Nestore			X		11-08870 11-09597 11-09637 11-09785
L. Wallace			X	PG 39, 40, 41 11-09538	

Comments: N/A

46157 RESOLUTION AUTHORIZING THE CANCELLATION OF CERTAIN UNCASHED CHECKS AND TRANSFERRING THE ASSOCIATED FUNDS INTO MISCELLANEOUS REVENUE.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46158 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE GLOUCESTER COUNTY 2011 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

1. Comprehensive Traffic Safety Program - \$59,950.00
2. FY09 Urban Areas Security Initiative - \$65,000.00
3. Work First New Jersey Smart Steps - \$6,420.00
4. Workforce Learning Link - \$50,000.00
5. Body Armor Replacement Program (Prosecutor) - \$3,397.00
6. Body Armor Replacement Program (Sheriff) - \$7,913.00
7. Child Passenger Safety Seat Program - \$14,000.00
8. 2010 Body Armor Replacement Fund (Corrections) - \$11,662.00

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46159 RESOLUTION AUTHORIZING 2011 BUDGET TRANSFERS WITHIN THE COUNTY OF GLOUCESTER.

TRANSFER FROM

Salary & Wage Adjustment- S&W 145,500.00

TRANSFER TO

Parks & Recreation- OE 6,500.00
 Fleet Management - OE 40,000.00
 Transportation- OE 39,000.00
 Education & Disability Services- S&W 60,000.00
\$145,500.00

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: Freeholder L. Wallace asked who the funds are paid to. Administrator Bruner said Parks and Recreation for tree removal, Fleet Management for fuel, Transportation for busing contracts, and Education and Disability Services for the employees that share Fred Keating's duties since he became the president at college. GCIT could not pay.

46160 RESOLUTION AUTHORIZING CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND PINO CONSULTING GROUP, INC. TO DEVELOP A COUNTY-WIDE CENTRAL SERVICES COST ALLOCATION PLAN AND INDIRECT COST RATES FOR CALENDAR YEAR 2010 FOR A TOTAL CONTRACT AMOUNT OF \$27,000.00.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46161 RESOLUTION AUTHORIZING CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND PINO CONSULTING GROUP, INC. FOR REVENUE AND COST SHARING CONSULTING SERVICES FROM DECEMBER 1, 2011 TO NOVEMBER 30, 2012.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46162 RESOLUTION AUTHORIZING ADDENDUM TO CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND PARKER MCCAY, P.A. TO INCREASE THE TOTAL CONTRACT AMOUNT BY AN AMOUNT NOT TO EXCEED \$125,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$325,000.00.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace				X	

Comments: Freeholder L. Wallace said we have overpaid \$61,000.00 to Parker McCay. Administrator Bruner said Treasurer Schwarz will look into this. Chief Counsel Lyons said the need for the increase is due to the increase in activity on the dam cases.

46163 RESOLUTION AUTHORIZING AMENDMENT TO PROFESSIONAL SERVICES CONTRACT PREVIOUSLY AWARDED TO MAIN LINE HEALTH, FIRSTCALL, TO INCREASE THE CONTRACT AMOUNT BY \$7,331.00 FOR THE PERIOD APRIL 1, 2011 TO MARCH 31, 2012.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore				X	
L. Wallace				X	

Comments: N/A

46164 RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR A 2011 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.311 ET SEQ.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46165 RESOLUTION APPOINTING PERSONS TO THE GLOUCESTER COUNTY COLLEGE BOARD OF TRUSTEES.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons					X
Nestore			X		
L. Wallace			X		

Comments: N/A

46166 RESOLUTION REAPPOINTING THREE GLOUCESTER COUNTY OFFICIALS TO SERVE AS GLOUCESTER COUNTY INSURANCE FUND COMMISSIONERS.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHILA**

46167 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE HUD FORM 7082 ENTITLED CDBG FUNDING APPROVAL AGREEMENT AND FORM 40093 ENTITLED HOME INVESTMENT PARTNERSHIP PROGRAM FUNDING APPROVAL AND AGREEMENT.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46168 RESOLUTION AMENDING THE CONTRACT AWARDED THROUGH RFP #010-062 WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY TO EXTEND SERVICES FOR AT-RISK YOUTH THROUGH THE GLOUCESTER COUNTY YOUTH ONE-STOP FROM JULY 1, 2011 THROUGH DECEMBER 31, 2011 AT NO ADDITIONAL COST TO THE COUNTY.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46169 RESOLUTION AUTHORIZING DISCHARGE OF A MORTGAGE LIEN ON PROPERTY OWNED BY MICHAEL A. CORSETTI PURSUANT TO THE PY 1997 ECONOMIC DEVELOPMENT PROGRAM FUNDED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46170 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #01-FINAL WITH JPC GROUP, INC. IN THE AMOUNT OF \$139,753.00.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila					X
DiMarco		X	X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

416171 RESOLUTION AUTHORIZING FEDERAL AID AGREEMENT ROW BETWEEN THE COUNTY OF GLOUCESTER AND THE STATE OF NEW JERSEY.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF HEALTH &
EDUCATION****DEPUTY DIRECTOR W. WALLACE
FREEHOLDER CHILA****DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS****FREEHOLDER CHILA
FREEHOLDER DiMARCO****46172 RESOLUTION APPROVING AN AMENDMENT TO THE PROCEDURES AND
OPERATION MANUAL FOR THE GLOUCESTER COUNTY VETERANS MEMORIAL
CEMETERY AND TO AMEND THE ADMINISTRATIVE CODE SECTION VET-6.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila	X		X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES****FREEHOLDER NESTORE
DEPUTY DIRECTOR W. WALLACE****46173 RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY BOARD OF CHOSEN
FREEHOLDERS TO SUBMIT THE 2012 GLOUCESTER COUNTY MUNICIPAL ALLIANCE
PLAN/GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND
DRUG ABUSE.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore	X		X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF GOVERNMENT
SERVICES****FREEHOLDER L. WALLACE
FREEHOLDER DiMARCO****46174 RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF
UNDERSTANDING BY THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE FOR
FUNDING FROM THE US MARSHALS SERVICE AS REIMBURSEMENT FOR FUEL, MINOR
MAINTENANCE AND OVERTIME PAY IN THE AMOUNT OF \$17,000.00 FOR THE PERIOD
OCTOBER 4, 2010 THROUGH SEPTEMBER 30, 2011.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments: N/A

46175 RESOLUTION AUTHORIZING RENEWAL OF GRANT APPLICATION FOR THE INSURANCE FRAUD REIMBURSEMENT PROGRAM THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE, OFFICE OF THE INSURANCE FRAUD PROSECUTOR, IN THE AMOUNT OF \$192,338 FOR THE PERIOD JANUARY 1, 2012 THROUGH DECEMBER 31, 2012.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco					X
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments: N/A

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER DiMARCO
FREEHOLDER CHILA**

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

Adjournment 8:22 PM

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

~ In Honor of ~
MARY FOLKER
Dedicated Service to Her Community

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to posthumously honor and recognize **Mary Folker** for her faithful and dedicated service to the Township of Woolwich and her community; and

WHEREAS, **Mary Folker** began her long and distinguished career serving Woolwich Township and her community as Tax Collector in 1980 when she collected taxes from her High Hill Road home until the early 1990's when an addition was added to the Woolwich Township Municipal Building; and

WHEREAS, **Mary Folker** also served on the Woolwich Township Planning Board from 1998 through 2002 as a Class II member and the Township's Tomato and Heritage Festival Committee from 2008 through 2010; and

WHEREAS, **Mary Folker** served under nine Woolwich Township Mayors throughout her tenure and willingly volunteered much of her time towards many Township events until she suddenly and unexpectedly left us on October 26, 2011, bringing to a close an era of dedication to the Township of Woolwich and the community; and

WHEREAS, **Mary Folker** was beloved by her co-workers, friends, taxpayers and Woolwich Township committee members who are deeply saddened by the loss of such a faithful and dedicated public servant, colleague and friend.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr., Heather Simmons, Larry Wallace and Warren S. Wallace **do hereby posthumously honor and recognize Mary Folker for her dedicated service to the Township of Woolwich and her community.**

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of November, 2011.

Robert M. Damming
Freeholder Director

Warren S. Wallace
Freeholder Deputy Director

Giuseppe (Joe) Chila
Freeholder

Frank J. DiMarco
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Larry Wallace
Freeholder

ATTEST:

Robert N. DiLella, Clerk

*HONORING
Sgt. Bruce Scott
And
K-9 T.K.
ON T.K.'s Retirement*

WHEREAS, K-9 T.K. was born on April 1, 1999 and was obtained by the Gloucester County Sherriff's Office via a State Farm Insurance Grant; and

WHEREAS, K-9 T.K. started her training on April 17, 2000 in Alfred, Maine and was certified in Arson Detection on May 12, 2000 by the Maine State Police; and

WHEREAS, Upon her return from training, she was immediately placed into service and worked until her retirement on September 30, 2011; and

WHEREAS, During their career, K-9 T.K. and Sgt. Scott responded to 258 fire calls, most deemed suspicious and performed 102 demonstrations; and

WHEREAS, T.K. worked not only in Gloucester County, but Camden, Salem and Cumberland counties, as well as the City of Philadelphia; and

WHEREAS, T.K. has worked fires in businesses, churches and vehicles and also 5 fatal fires; and

WHEREAS, Some of T.K.'s highlights was an arson double homicide in Glassboro, to which the fire scene investigation was shown on the Discovery Channel, and an attempted homicide in Pennsville where T.K. and myself were declared expert witnesses by a Superior Court Judge; and

WHEREAS, T.K. also was assigned to work security details after 9-11-2001; and

WHEREAS, although presently retired, T.K. has one Grand Jury case pending; and

WHEREAS, In March of 2009, T.K. received the award for Arson Investigation Unit of the Year by the New Jersey Chapter of the International Association of Arson Investigators; and

WHEREAS, T.K. has been a great partner, family member and will be missed by everyone that has worked, or simply been around her; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders Warren S. Wallace; Frank J. DiMarco, Giuseppe "Joe" Chila; Heather Simmons and Larry Wallace and Vincent Nestore, do hereby honor Sgt. Bruce Scott and his K-9 T.K. on T.K.'s retirement to enjoy the rest of her years with her loving family "The Scott's".

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 21st day of December, 2011.

Sponsored by:

ROBERT M. DAMMING, FREEHOLDER DIRECTOR.

Dr. Warren S. Wallace, Deputy Director

Heather Simmons, Freeholder

Frank J. DiMarco, Freeholder

Giuseppe "Joe" Chila, Freeholder

Vincent Nestore, Freeholder

Larry Wallace, Freeholder

Attest:

Robert N. DiLella, Clerk

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

BOND ORDINANCE AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL IMPROVEMENTS, THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT AND THE ACQUISITION OF CERTAIN REAL PROPERTY FOR THE GLOUCESTER COUNTY COLLEGE, IN THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$7,551,800 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$7,551,800; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the Board of Chosen Freeholders of the County of Gloucester, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the County of Gloucester, New Jersey ("County").

Section 2. It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is \$7,551,800; and
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$7,551,800.

Section 3. The sum of \$7,551,800, to be raised by the issuance of bonds or bond anticipation notes, is hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the County in an amount not to exceed \$7,551,800 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed \$7,551,800 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued

interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, *N.J.S.A. 40A:2-20*, shall not exceed the sum of \$1,750,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the amount of grants for each said purpose; the maximum amount of obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Acquisition of the Superintendent of Schools Buildings (constituting Block 417 Lot 16 in the Township of Washington located on the Gloucester County College Campus), together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$2,100,000	\$0	\$2,100,000	40 years
B. Acquisitions of, and Improvement and Renovations to, Various Pieces of Property and Equipment including, but not limited to, New Roofs, Parking Lots and Roadways on the Gloucester County College Campus, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the County Administrator and College President	5,151,800	0	5,151,800	10 years
C. Acquisition of Furniture and Fixtures for Various Buildings on the Gloucester County College Campus, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	300,000	0	300,000	5 years

Section 8. Grants or other monies received from any governmental entity, if any, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 9. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes, taking into consideration the respective amounts of bonds or bond anticipation notes authorized for said several purposes is not less than 18.14 years.

Section 10. The supplemental debt statement provided for in Section 10 of the Local Bond Law, *N.J.S.A.* 40A:2-10, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, *N.J.S.A.* 40A:2-43, is increased by this Bond Ordinance by \$7,551,800 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 11. The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the County shall levy *ad valorem* taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 12. The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk of the Board of Chosen Freeholders and available for inspection.

Section 13. The County hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the County prior to the issuance of such bonds or bond anticipation notes.

Section 14. The County hereby covenants as follows:

- (a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;
- (b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;
- (c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;
- (d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and
- (e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 15. The improvements authorized hereby are not current expenses and are improvements that the County may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 16. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 17. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: November 22, 2011

Date of Final Adoption: December 21, 2011

Notice of Pending Bond Ordinance and Summary.

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, on November 22, 2011. It will be further considered for final passage, after public hearing thereon, at a meeting of the Board of Chosen Freeholders of the County of Gloucester to be held at the Old Court House, 1 N. Broad Street, Woodbury, New Jersey, on December 21, 2011 at 7:30 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the County Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL IMPROVEMENTS, THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT AND THE ACQUISITION OF CERTAIN REAL PROPERTY FOR THE GLOUCESTER COUNTY COLLEGE, IN THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$7,551,800 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$7,551,800; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Acquisition of the Superintendent of Schools Buildings (constituting Block 417 Lot 16 in the Township of Washington located on the Gloucester County College Campus), together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$2,100,000	\$0	\$2,100,000	40 years
B.	Acquisitions of, and Improvement and Renovations to, Various Pieces of Property and Equipment including, but not limited to, New Roofs, Parking Lots and Roadways on the Gloucester County College Campus, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the County Administrator and College President	5,151,800	0	5,151,800	10 years

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
C. Acquisition of Furniture and Fixtures for Various Buildings on the Gloucester County College Campus, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$300,000	\$0	\$300,000	5 years

Appropriation: \$7,551,800
 Bonds/Notes Authorized: \$7,551,800
 Grants (if any) Appropriated: N/A
 Section 20 Costs: \$1,750,000
 Useful Life: 18.14 years

ROBERT N. DILELLA, Clerk of the Board of
Chosen Freeholders

This Notice is published pursuant to *N.J.S.A.* 40A:2-17.

Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey on December 21, 2011 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the County Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL IMPROVEMENTS, THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT AND THE ACQUISITION OF CERTAIN REAL PROPERTY FOR THE GLOUCESTER COUNTY COLLEGE, IN THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$7,551,800 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$7,551,800; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Acquisition of the Superintendent of Schools Buildings (constituting Block 417 Lot 16 in the Township of Washington located on the Gloucester County College Campus), together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$2,100,000	\$0	\$2,100,000	40 years
B. Acquisitions of, and Improvement and Renovations to, Various Pieces of Property and Equipment including, but not limited to, New Roofs, Parking Lots and Roadways on the Gloucester County College Campus, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the County Administrator and College President	5,151,800	0	5,151,800	10 years

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
C. Acquisition of Furniture and Fixtures for Various Buildings on the Gloucester County College Campus, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$300,000	\$0	\$300,000	5 years

Appropriation: \$7,551,800
 Bonds/Notes Authorized: \$7,551,800
 Grants (if any) Appropriated: N/A
 Section 20 Costs: \$1,750,000
 Useful Life: 18.14 years

ROBERT N. DILELLA, Clerk of the Board of
Chosen Freeholders

This Notice is published pursuant to *N.J.S.A. 40A:2-17*.

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

**BOND ORDINANCE AUTHORIZING THE
CONSTRUCTION OF VARIOUS EMERGENCY BRIDGE
AND ROADWAY IMPROVEMENTS AND REPAIRS IN AND
FOR THE COUNTY OF GLOUCESTER, NEW JERSEY;
APPROPRIATING THE SUM OF \$2,500,000 THEREFOR;
AUTHORIZING THE ISSUANCE OF GENERAL
OBLIGATION BONDS OR BOND ANTICIPATION NOTES
OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN
THE AGGREGATE PRINCIPAL AMOUNT OF UP TO
\$2,375,000; MAKING CERTAIN DETERMINATIONS AND
COVENANTS; AND AUTHORIZING CERTAIN RELATED
ACTIONS IN CONNECTION WITH THE FOREGOING**

BE IT ORDAINED by the Board of Chosen Freeholders of the County of Gloucester, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the County of Gloucester, New Jersey ("County").

Section 2. It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is \$2,500,000;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$2,375,000; and
- (c) a down payment in the amount of \$125,000 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, *N.J.S.A. 40A:2-11*.

Section 3. The sum of \$2,375,000, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$125,000, which amount represents the required down payment, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the County in an amount not to exceed \$2,375,000 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed \$2,375,000 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, *N.J.S.A. 40A:2-20*, shall not exceed the sum of \$500,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the maximum amount of obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Emergency Reconstruction and/or Repair to Bridge 4-E-6 within the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	\$500,000	\$25,000	\$475,000	10 years
B. Emergency Construction, Reconstruction and/or Repair to various County Bridges and Roadways damaged in Hurricane Irene, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	2,000,000	100,000	1,900,000	10 years
TOTAL	\$2,500,000	\$125,000	\$2,375,000	

Section 8. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes authorized for said several purposes, is not less than 10 years.

Section 9. Grants or other monies received from any governmental entity will be applied to the payment of, or repayment of, obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 10. The supplemental debt statement provided for in Section 10 of the Local Bond Law, *N.J.S.A. 40A:2-10*, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed

duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, *N.J.S.A. 40A:2-43*, is increased by this Bond Ordinance by \$2,375,000 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 11. The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the County shall levy *ad valorem* taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 12. The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk of the Board of Chosen Freeholders and available for inspection.

Section 13. The County hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the County prior to the issuance of such bonds or bond anticipation notes.

Section 14. The County hereby covenants as follows:

- (a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;
- (b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;
- (c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;
- (d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and
- (e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 15. The improvements authorized hereby are not current expenses and are improvements that the County may lawfully make. No part of the cost of the improvements

authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 16. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 17. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: **November 22, 2011**

Date of Final Adoption: **December 21, 2011**

Notice of Pending Bond Ordinance and Summary.

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, on November 22, 2011. It will be further considered for final passage, after public hearing thereon, at a meeting of the Board of Chosen Freeholders of the County of Gloucester to be held at the Old Court House, 1 N. Broad Street, Woodbury, New Jersey, on December 21, 2011 at 7:30 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the County Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE CONSTRUCTION OF VARIOUS EMERGENCY BRIDGE AND ROADWAY IMPROVEMENTS AND REPAIRS IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$2,500,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$2,375,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Emergency Reconstruction and/or Repair to Bridge 4-E-6 within the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	\$500,000	\$25,000	\$475,000	10 years
B. Emergency Construction, Reconstruction and/or Repair to various County Bridges and Roadways damaged in Hurricane Irene, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	2,000,000	100,000	1,900,000	10 years

TOTAL	\$2,500,000	\$125,000	\$2,375,000	
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Appropriation:	\$2,500,000
Bonds/Notes Authorized:	\$2,375,000
Grants (if any) Appropriated:	\$0
Section 20 Costs:	\$500,000
Useful Life:	10 years

ROBERT N. DILELLA, Clerk of the Board of
Chosen Freeholders

This Notice is published pursuant to *N.J.S.A.* 40A:2-17.

Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey on December 21, 2011 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the County Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE CONSTRUCTION OF VARIOUS EMERGENCY BRIDGE AND ROADWAY IMPROVEMENTS AND REPAIRS IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$2,500,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$2,375,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Emergency Reconstruction and/or Repair to Bridge 4-E-6 within the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	\$500,000	\$25,000	\$475,000	10 years
B. Emergency Construction, Reconstruction and/or Repair to various County Bridges and Roadways damaged in Hurricane Irene, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	2,000,000	100,000	1,900,000	10 years
TOTAL	\$2,500,000	\$125,000	\$2,375,000	

Appropriation: \$2,500,000
Bonds/Notes Authorized: \$2,375,000
Grants (if any) Appropriated: \$0
Section 20 Costs: \$500,000
Useful Life: 10 years

ROBERT N. DILELLA, Clerk of the Board of
Chosen Freeholders

This Notice is published pursuant to *N.J.S.A.* 40A:2-17.

A1

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD
OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO
DISCUSS THE STATUS OF PENDING LITIGATION CAPTIONED
ANDREW MCCLAVE v. GLOUCESTER COUNTY, C.P. NO. 2010-26868, AND
KENNETH WARFIELD v. GLOUCESTER COUNTY, C.P. NO. 2004-26802**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

WHEREAS, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12(b)(7), which items are recognized as requiring confidentiality due to pending litigation; and

WHEREAS, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12(b)(7).

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on **December 21st, 2011**;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of pending litigation captioned Andrew McClave v. Gloucester County, Claim Petition number 2010-26868, and Kenneth Warfield v. Gloucester County, Claim Petition number 2004-26802.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on December 21, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

RESOLUTION AUTHORIZING THE REIMBURSEMENTS TO THE BOROUGH OF GLASSBORO (IN THE AMOUNT OF \$148,800.00); THE BOROUGH OF NATIONAL PARK (IN THE AMOUNT OF \$14,693.49); THE BOROUGH OF SWEDESBORO (IN THE AMOUNT OF \$13,223.12); AND THE TOWNSHIP OF WEST DEPTFORD (IN THE AMOUNT OF \$47,830.40) FOR CERTAIN COSTS ASSOCIATED WITH TAX MAP EXPENSES AS RELATED TO REVALUATION

WHEREAS, pursuant to the New Jersey Property Tax Assessment Reform Act ("the Act"), N.J.S.A. 54:1-86 et. seq., Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis; and

WHEREAS, a major aspect of the program is the periodic revaluation of the real property in the municipalities located in the County. N.J.S.A. 54:1-90 provides that every municipality with the pilot county shall implement a real property revaluation; and

WHEREAS, N.J.S.A. 54:1-90b(2) specifically provides that the County Tax Assessor may waive the revaluation requirement for a particular municipality upon his/her finding that the municipality itself implemented certain aspects of the revaluation. N.J.S.A. 54:1-90b(2c), these municipalities are entitled to reimbursement for certain costs associated with the revaluation; and

WHEREAS, each municipality to whom reimbursement will be paid has certified the actual cost incurred by the municipality for the revaluation by that municipality; and

WHEREAS, the individual municipalities and the amounts of reimbursement for each is as follows:

Borough of Glassboro	\$148,800.00
Borough of National Park	\$ 14,693.49
Borough of Swedesboro	\$ 13,223.12
Township of West Deptford	<u>\$ 47,830.40</u>
	\$224,547.01

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the appropriate County Officials are authorized to process the reimbursement to the Borough of Glassboro (in the amount of \$148,800.00); the Borough of National Park (in the amount of \$14,693.49); the Borough of Swedesboro (in the amount of \$13,223.12) and the Township of West Deptford (in the amount of \$47,830.40).

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

COUNTY OF GLOUCESTER

2 SOUTH BROAD STREET

P.O. BOX 337

WOODBURY, NJ 08096

TEL (856)853-3411 FAX (856)853-8504

REQUISITION

NO.

R1-12248

S
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GLOUC CO OFFICE OF ASSESSMENT
1200 N DELSEA DR. BLDG A.
CLAYTON, NJ 08312
856-307-6445 CLAYTON COMPLEX

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VENDOR #: GLASS010

BOROUGH OF GLASSBORO

1 SOUTH MAIN STREET
GLASSBORO, NJ 08028

ORDER DATE: 12/13/11
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Reimbursement for tax maps Reimbursement for tax map expenses as related to revaluation for tax year 2011.	1-01-20-151-001-20217 Professional Services	148,800.0000	148,800.00
			TOTAL	148,800.00


REQUESTING DEPARTMENT

12/13/11
DATE

COUNTY OF GLOUCESTER

2 SOUTH BROAD STREET

P.O. BOX 337

WOODBURY, NJ 08096

TEL (856)853-3411 FAX (856)853-8504

REQUISITION

NO.

R1-12246

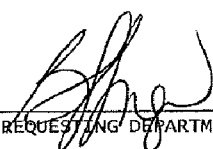
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TOGLOUC CO OFFICE OF ASSESSMENT
1200 N DELSEA DR. BLDG A.
CLAYTON, NJ 08312
856-307-6445 CLAYTON COMPLEXORDER DATE: 12/13/11
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

VENDOR

VENDOR #: NATIO220

NATIONAL PARK BOROUGH
7 S. GROVE AVE.
NATIONAL PARK, NJ 08063

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Reimbursement for tax maps Reimbursement for tax map expenses as related to revaluation for tax year 2011.	1-01-20-151-001-20217 Professional Services	14,693.4900	14,693.49
			TOTAL	14,693.49


REQUESTING DEPARTMENT12/13/11
DATE

COUNTY OF GLOUCESTER

2 SOUTH BROAD STREET

P.O. BOX 337

WOODBURY, NJ 08096

TEL (856)853-3411 FAX (856)853-8504

REQUISITION

NO.

R1-12249

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OGLOUC CO OFFICE OF ASSESSMENT
1200 N DELSEA DR. BLDG A.
CLAYTON, NJ 08312
856-307-6445 CLAYTON COMPLEXORDER DATE: 12/13/11
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:V
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VENDOR #: SWEDE050

SWEDESBORO, BOROUGH
PO BOX 56
1500 KINGS HIGHWAY
SWEDESBORO, NJ 08085

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Reimbursement for tax maps Reimbursement for tax map expenses as related to revaluation for tax year 2011	1-01-20-151-001-20217 Professional Services	13,223.1200	13,223.12
			TOTAL	13,223.12


REQUESTING DEPARTMENT12/13/11
DATE

COUNTY OF GLOUCESTER

2 SOUTH BROAD STREET

P.O. BOX 337

WOODBURY, NJ 08096

TEL (856)853-3411 FAX (856)853-8504

REQUISITION

NO.

R1-12250

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OGLOUC CO OFFICE OF ASSESSMENT
1200 N DELSEA DR. BLDG A.
CLAYTON, NJ 08312
856-307-6445 CLAYTON COMPLEXORDER DATE: 12/13/11
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:V
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VENDOR #: WESTD050

WEST DEPTFORD TOWNSHIP
400 CROWN POINT RD.
P.O. BOX 89
WEST DEPTFORD, NJ 08086-0089

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Reimbursement for tax maps Reimbursement for tax map expenses as related to revaluation for tax year 2011.	1-01-20-151-001-20217 Professional Services	47,830.4000	47,830.40
			TOTAL	47,830.40


REQUESTING DEPARTMENT12/13/11
DATE

1-01-20-151-001-20217

December 13, 2011

(\$148,800.00)

Office of Assessment

\$148,800.00

Thomas Campo, Esq.

Resolution authorizing the reimbursement to the Borough of Glassboro for certain costs associated with tax map expenses as related to the revaluation for tax year 2011.

Borough of Glassboro

1 S. Main Street
Glassboro, NJ 08028

Bonnie L. Longo
Director

Meeting Date: December 21, 2011

1-01-20-151-001-20217

December 13, 2011

(\$14,693.49)

Office of Assessment

\$14,693.49

Thomas Campo, Esq.

Resolution authorizing the reimbursement to the Borough of National Park for certain costs associated with tax map expenses as related to the revaluation for tax year 2011.

Borough of National Park

7 S. Grove Avenue
National Park, NJ 08063

Bonnie L. Longo
Director

Meeting Date: December 21, 2011

1-01-20-151-001-20217

December 13, 2011

(\$13,223.12)

Office of Assessment

\$13,223.12

Thomas Campo, Esq.

Resolution authorizing the reimbursement to the Borough of Swedesboro for certain costs associated with tax map expenses as related to the revaluation for tax year 2011.

Borough of Swedesboro

P. O. Box 56
Swedesboro, NJ 08085

Bonnie L. Longo
Director

Meeting Date: December 21, 2011

1-01-20-151-001-20217

December 13, 2011

(\$47,830.40)

Office of Assessment

\$47,830.40

Thomas Campo, Esq.

Resolution authorizing the reimbursement to the Township of West Deptford for certain costs associated with tax map expenses as related to the revaluation for tax year 2011.

Township of West Deptford

P. O. Box 89
West Deptford, NJ 08086

Bonnie L. Longo
Director

Meeting Date: December 21, 2011

V:\Projects\05-01SA\Correspondance\Agenda Request Package (Resolutions)\05-01SA Construction Contract, C.A.F..doc

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**RESOLUTION AUTHORIZING 2011 BUDGET TRANSFERS
WITHIN THE COUNTY OF GLOUCESTER**

WHEREAS, the Treasurer of the County of Gloucester has recommended that there be 2011 Budget Transfers; and

WHEREAS, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following transfer of funds in the 2011 Budget is hereby authorized:

TRANSFER FROM

Parks & Recreation – S&W	\$ 75,000.00
Corrections – S&W	100,000.00
Sheriff – S&W	<u>45,000.00</u>
	\$ 220,000.00

TRANSFER TO

Engineering– S&W	120,000.00
Gasoline & Diesel – OE	<u>100,000.00</u>
	\$ 220,000.00

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 21, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**

A4

**RESOLUTION APPROVING REVISION TO THE HUMAN RESOURCES
MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6**

WHEREAS, there exists a need by the County of Gloucester to approve revisions and additions to the Human Resources Manual; and

WHEREAS, the Human Resources Manual seeks to provide uniform operations within each department, increase efficiency, improve employee morale and enhance service to Gloucester County residents; and

WHEREAS, eleven modifications are being requested:

- HR 3.8 Retirement: Updated in accordance with changes in statute, providing details of the multiple tiers that have been established in recent years and other eligibility factors.
- HR 5.1 Health Benefits: Updated in accordance with changes in employee and retiree contributions to health benefits as mandated in Chapter 78, P.L. 2011, clarified dental benefits for non-union employees.
- HR 5.4 Pension Plans: Updated in accordance with changes in statute, providing details of the multiple tiers that have been established in recent years, added State website, updated PERS loan rate.
- HR 6.1 Q Leave Request: Added area for identifying the employee's relationship to the deceased when requesting bereavement.
- HR 6.11 Unpaid Leave: Updated in accordance with Chapter 78, P.L. 2011, specifying that employee contribution to health benefits continue during unpaid leave, as applicable.
- HR 6.11 R Family and Medical Leaves of Absence: Added reference to 6.11 R-1 (see below)
- HR 6.11 R-1 Employee Rights and Responsibilities under FMLA: Added the U.S. Department of Labor WHD publication 1420 to the Unpaid Leave policy.
- HR 7.7 Prohibition of Discrimination, Harassment, or Hostile Environments in the Workplace: Revised in accordance with current rules and regulations. Name of form changed to Pre-Intake Questionnaire for Employment Complaints.
- HR 8.2 Z Report of Job Accident: Revised page 3 regarding requesting leave related to an on-the-job injury or illness to clarify the specific steps required to take such leave.
- HR 8.3 Building Security and Evacuation: Revised policy to account to include evacuation accountability, stress the mandatory procedure of palm scanning and/or key fobs.
- HR 9.3 Vital Information: Added area for signature and date.

WHEREAS, the revision to the Human Resources Manual has been recommended by the County Administrator and appear to be necessary and appropriate; and

WHEREAS, to completely implement the revision to the Human Resources Manual, it is necessary to amend the Gloucester County Administrative Code Section PER-6.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby approves the revisions to the Human Resources Manual and hereby directs the Gloucester County Administrative Code Section PER-6 be amended to reflect the amendment of this manual.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

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Exhibit C - Employee Acknowledgement			12/15/10	02/02/11
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County of Gloucester
Human Resources Manual

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County of Gloucester
Human Resources Manual

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County of Gloucester
Human Resources Manual

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CHAPTER:	3 - CHANGES IN EMPLOYMENT & SEPARATION FROM SERVICE	ADOPTED: 3/7/06
SECTION:	8 – RETIREMENT	REVISED: 12/21/11

Employees are strongly encouraged to contact the Human Resources Department about questions regarding retiring from County employment and for details on continuing medical health benefits after retirement.

Eligible employees may be members of either the Public Employees' Retirement System (PERS) or Police and Firemen's Retirement System (PFRS). Membership in one of these retirement systems is generally required by the County, though some exceptions do apply. More information regarding the pension eligibility and enrollment can be found in HR 5.4.

PERS Membership Tiers

- Membership Tier 1 is members who were enrolled prior to July 1, 2007.
- Membership Tier 2 is members who were eligible to enroll on or after July 1, 2007 and prior to November 2, 2008, pursuant to the provisions of Chapters 92 and 103, P.L. 2007.
- Membership Tier 3 is members who were eligible to enroll on or after November 2, 2008 and on or before May 21, 2010, pursuant to the provisions of Chapter 89, P.L. 2008.
- Membership Tier 4 is members who were eligible to enroll after May 21, 2010, pursuant to the provisions of Chapters 1 and 3, P.L. 2010.
- Membership Tier 5 is members who were eligible to enroll on or after June 28, 2011.

PFRS Membership Tiers

The passage of Chapter 1, P.L. 2010, changed compensation and retirement criteria for PFRS members enrolled as of certain dates. These differences in PFRS membership — referred to as “membership tiers” — are defined as follows:

- Membership Tier 1 is members who were enrolled on or before May 21, 2010.
- Membership Tier 2 is members who were enrolled after May 21, 2010.

There are several types of retirement for which an employee may qualify including, but not limited to, those listed below:

(1) Service Retirement:

PERS – Available to Tier 1 and Tier 2 members upon reaching age 60 or older; or to Tier 3 and Tier 4 members upon reaching age 62 or older; or to Tier 5 members upon reaching age 65 or older. No minimum amount of pension service credit is required.

PFRS – The retirement age is 55 or older without any minimum years of service OR at least 20 years of service at retirement at any age provided the employee is enrolled in the system as of January 18th, 2000.

(2) Early/Special Retirement:

PERS - Available to members who have 25 years or more of pension service credit before reaching age 60 for Tier 1 and Tier 2 members, or age 62 for Tier 3 and Tier 4 members; and available to members who have 30 years or more of pension service credit before reaching age 65 for Tier 5.

The benefit is calculated using the appropriate Service Retirement formula; however, your allowance is permanently reduced if you retire prior to attaining certain ages as defined by your membership tier.

- For Tier 1 members who retire before age 55, your allowance is reduced 1/4 of 1 percent (3 percent per year) for each month under age 55.
- For Tier 2 members who retire before age 60, your allowance is reduced 1/12 of 1 percent (1 percent per year) for each month under age 60 through age 55, and 1/4 of 1 percent (3 percent per year) for each month under age 55.
- For Tier 3 and Tier 4 members who retire before age 62, your allowance is reduced 1/12 of 1 percent (1 percent per year) for each month under age 62 through age 55, and 1/4 of 1 percent (3 percent per year) for each month under age 55.
- For Tier 5 who have at least 30 years of service credit, your allowance is reduced by 3% for each year (1/4 of 1% per month) for each month under age 65.

PFRS - Available to members at any age, who have a minimum of 25 years of service credit in the PFRS. The annual benefit calculation for a Special Retirement is equal to 65 percent of your Final Compensation plus 1 percent for each year of creditable service over 25 years but not to exceed 30 years. The maximum allowance is therefore 70 percent of your Final Compensation.

(3) Deferred Retirement:

PERS – Available to members who have at least 10 years of service credit and are not yet 60 years of age if a Tier 1 or Tier 2 member, or 62 years of age if a Tier 3 or Tier 4 member, or 65 years of age if a Tier 5 member when they terminate employment. The retirement would be effective on the first of the month after attaining the appropriate Deferred Retirement age of 60 or 62. The benefit is calculated using the appropriate Service Retirement formula.

You must file an Application for Retirement Allowance for the Deferred Retirement to take effect. You may apply for a Deferred Retirement when you terminate covered employment or any time prior to attaining your Deferred Retirement age of 60 or 62. Under no circumstances can a Deferred Retirement become effective prior to the date the application is received by the Division of Pensions and Benefits.

If a member is removed from employment for cause, the member will be ineligible for Deferred Retirement.

PFRS – Available to members who have at least 10 years of service credit and are not yet 55 years of age when they terminate employment. The retirement would be effective on the first of the month after attaining age 55. The benefit calculation for a Deferred Retirement is equal to 2 percent of Final Compensation for each year of service.

You must file an Application for Retirement Allowance for the retirement to take effect. You may apply for a Deferred Retirement when you terminate covered employment or at any time prior to age 55. Under no circumstances can a retirement become effective prior to the date the application is received by the Division of Pensions and Benefits.

If a member is removed from employment for cause on charges of misconduct or delinquency, the member will be ineligible for Deferred Retirement.

(4) Ordinary Disability:

PERS – Ordinary Disability Retirement is only available to Tier 1, Tier 2, and Tier 3 members. Note: Under the provisions of Chapter 3, P.L. 2010, Tier 4

members may be eligible for disability insurance coverage after one year of continuous employment.

To qualify for an Ordinary Disability Retirement you must:

- Have an active PERS account. Active membership ceases after discontinuance of pension contributions for more than two consecutive years. If more than two years have elapsed since the last contribution, and you terminated employment because you were totally and permanently disabled, and you continue to be disabled for the same reason(s), special rules apply; contact the Division of Pensions and Benefits for more information;
- Have 10 or more years of New Jersey service credit (Out-of-State, Military, and U.S. Government civilian service purchases cannot be used to attain the 10 years);
- Be considered totally and permanently disabled (you must prove that you are physically or mentally incapacitated from performing your normal or assigned job duties or any other position your employer may assign); and
- Submit any and all medical reports or corroborating evidence on file that supports your disability.

PFRS – To qualify for an Ordinary Disability Retirement you must:

- Be a member in service at the time the application is filed with the Division of Pensions and Benefits. "Member in service" means that the member or employer was making pension contributions to the retirement system at the time of filing the Application for a Disability Retirement.

It may also mean that the member was on an approved leave of absence, paid or unpaid, or suspension, paid or unpaid, at the time of filing the Application for a Disability Retirement. If the member had pending litigation for wrongful termination filed against the employer, the member has 30 days from the date the litigation is resolved to file for disability retirement in order to be considered a "member in service."

- Have four or more years of New Jersey service credit (Out-of-State, Military, and U.S. Government Service purchases cannot be used to attain the four years);
- Be considered totally and permanently disabled (you must prove that you are physically or mentally incapacitated from performing your normal or assigned job duties or any other position your employer may assign); and

- Submit any and all medical reports or corroborating evidence on file that supports your disability.

(5) Accidental Disability:

PERS - Accidental Disability Retirement is only available to Tier 1, Tier 2, and Tier 3 members. Note: Under the provisions of Chapter 3, P.L. 2010, Tier 4 members may be eligible for disability insurance coverage after one year of continuous employment.

To qualify for an Accidental Disability Retirement you must:

- Have an active PERS account. Active membership ceases after discontinuance of pension contributions for more than two consecutive years. If more than two years have elapsed since the last contribution, and you terminated employment because you were totally and permanently disabled, and you continue to be disabled for the same reason(s), special rules apply, contact the Division of Pensions and Benefits for more information;
- Be considered totally and permanently disabled (you must prove that you are physically or mentally incapacitated from performing your normal or assigned job duties or any other position your employer may assign) as a “direct result of a traumatic event” (see definition below) that happened during and as a direct result of carrying out your regular or assigned job duties;
- Be an active member of the PERS on the date of the “traumatic event”;
- File an Application for Disability Retirement within five years of the date of the “traumatic event”;
- Provide any and all accident reports, witness reports, and corroborating evidence on file for any and all accidents for which you are filing; and
- Be examined by physicians selected by the retirement system. The examination will be scheduled at no cost to you by the Division of Pensions and Benefits. All medical information is kept confidential and used only by the PERS Board of Trustees in reviewing your claim.

PFRS - To qualify for an Accidental Disability Retirement you must:

- Be a member in service at the time the application is filed with the Division of Pensions and Benefits. “Member in service” means that the member or employer

was making pension contributions to the retirement system at the time of filing the Application for a Disability Retirement. It may also mean that the member was on an approved leave of absence, paid or unpaid, or suspension, paid or unpaid, at the time of filing the Application for a Disability Retirement. If the member had pending litigation for wrongful termination filed against the employer, the member has 30 days from the date the litigation is resolved to file for disability retirement in order to be considered a "member in service."

- Be considered totally and permanently disabled (you must prove that you are physically or mentally incapacitated from performing your normal or assigned job duties or any other position your employer may assign) as a "direct result of a traumatic event" (see definition below) that happened during and as a direct result of carrying out your regular or assigned job duties;
- Be an active member of the PFRS on the date of the "traumatic event";
- File an Application for Disability Retirement within five years of the date of the "traumatic event";
- Submit any and all accident reports, witness reports, and corroborating evidence on file or any and all accidents for which you are filing; and
- Be examined by physicians selected by the retirement system. The examination will be scheduled at no cost to you by the Division of Pensions and Benefits. All medical information is kept confidential and used only by the PFRS Board of Trustees in reviewing your claim.

Retirement parties for employees retiring from service in the County of Gloucester will not be sponsored by the County. Employees attending retirement parties will not be reimbursed by the county.

Human Resources Department:

Directs pre-retirement group conferences with employees reaching retirement age and will include PERS or PFPS as applicable, Social Security Benefits, aging and legal problems.

Offers additional individual conferences at the employee's discretion prior to the individual's retirement to discuss Social Security and pension benefits and to address any other retirement questions.

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CHAPTER:	5 - EMPLOYEE BENEFITS	ADOPTED: 3/7/06
SECTION:	1 - HEALTH BENEFITS	REVISED: 12/21/11

Eligible employees and their dependents, as applicable, are afforded many health benefits through their employment with the County. Furthermore, eligible retirees enjoy a continuation of medical and prescription benefits. Average hours of a work week, years of service, and health benefits through other sources are examples of circumstances that affect an individual's ability to enjoy these benefits.

Errors in either enrollment or claim forms are the responsibility of the employee and not the employer.

If an employee does not expect the need for medical or prescription benefits and has coverage elsewhere, employees may choose to waive this coverage (see HR 5.2 for more details).

Currently, Conner Strong Companies is the administrator for many of the County's health benefits. Employees may contact Conner Strong Companies through the following mechanisms:

Conner Strong
40 Lake Center Executive Park
401 Route 73 North
P.O. Box 989
Marlton, NJ 08053
Tel: 856/552-4626
Fax: 856/552-4627
lfiordaliso@connerstrong.com

In accordance with Chapter 78, P.L. 2011, effective June 28th 2011, employees receiving health benefits (medical, prescription, dental and vision) pay a contribution towards the cost of health benefits. Section 80 of the law allows employers time for a practical and prospective implementation of increased employee contributions. When implemented after the effective date, there is no retroactive impact. The provision allows for administrative convenience and does not affect the effective date. For example, for employees not covered by a CNA, *if* the first year deduction was started on January 1, 2012, the implementation date of the second year increase in benefits is the pay period including July 1, 2012.

The minimum health contribution required is 1.5% of salary and the law requires that the percent of premium contribution (derived from salary and types of coverage tables list

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below) is multiplied by the total premium due for each employee and deducted from base salary; or as applicable for future retirees, the retirement allowance, including any cost-of-living amount paid (see Retirement Health Benefit section that follows for more details).

This contribution goes into effect immediately, or as soon as administratively feasible, for employees whose contracts are expired as of the effective date and for employees not covered by a union contract; for those employees covered by a collective negotiations agreement in effect on June 28th, 2011, the contribution commences with the expiration of said contract; furthermore, employees hired on or after the effective date of Chapter 78, P.L. 2011, (June 28th, 2011) shall contribute at the highest level (Year 4). Health benefit contribution payments can be made on a pre-tax basis through the Section 125 plan.

The following charts reflect the four-year phase-in of contribution levels for employees employed as of the effective date:

**HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

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*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%

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40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

Medical

All full-time employees and certain part-time employees in accordance with the appropriate negotiated agreement, and eligible dependents of eligible employees, may choose to select one of the County's plans according to the negotiated contracts. In general, most negotiated bargaining agreements provide a choice between a Quality Point of Service (QPOS) \$5.00 Co-Pay or a Quality Point of Service (QPOS)\$10.00 Co-Pay; however, employees should refer to their union contract for specific details.

Gloucester County pays all premiums for eligible employees and their dependents for either QPOS plan; however, some negotiated bargaining agreements have an employee cost share in place. Employees should refer to their union contract for specific details. All employees must select a plan or indicate that they wish no coverage. Employees who wish to decline medical and/or prescription coverage will be paid a monthly premium based upon appropriate negotiated agreements (see HR 5.2 for more details).

Coverage for new employees will begin exactly 60 days from the date of hire for Medical and 60 days following the first of the month for Prescription, Dental and BCS Vision Plan.

Identification cards will be distributed from the Carriers, Aetna for Medical and Express Scripts Inc. for prescription only. Dental and Vision use the group number only.

After retirement, termination of coverage, or while on an approved leave of absence, medical health benefit coverage may be continued. You must notify Human Resources of your retirement/termination date to ensure uninterrupted group coverage. Human

Resources will in turn contact Conner Strong Companies. Conner Strong Companies will answer generic questions pertaining to retirement prior to being notified by Gloucester County Human Resources. Please see HR 2.7 Exhibit E explains Continuation of Coverage forms for employees, dependents, and separated/divorced spouses/civilly unionized partners.

Any employee who fails to enroll his/her dependents or wishes to change from one plan to another may only make changes to medical and prescription during the Annual Open Enrollment period in November, with coverage effective February 1.

The only other time you may make changes to your plan is if you experience a Life Changing Event or if you or your dependent(s) experience a loss of coverage. A Life Changing Event is defined as death, divorce/dissolution of civil union, marriage/civil union, or birth. If you experience a life changing event, you have 30 days to notify Conner Strong Companies and Human Resources. If you or your dependent experiences a loss of coverage you must notify Human Resources within 60 days.

Please note that if you have a change of address, or name, you must notify Human Resources (see HR 9.3).

Dental

Single dental coverage is available for all full-time and eligible part-time employees in accordance with the current negotiated contracts and for non-union employees. A description of plan benefits can be obtained through Conner Strong Companies.

Gloucester County also offers the opportunity for union employees in accordance with the current negotiated contracts and non-union employees to elect a group dental plan for spouses/civilly unionized partners and/or dependents. The additional cost above the traditional, employee only, dental plan must be partially paid through payroll deduction by the employee. In accordance with the negotiated contract, the employer may contribute towards this plan; in the case of non-union employees, these terms follow the signed CWA contract. A description of plan benefits can be obtained through Conner Strong Companies.

Annual Open Enrollment for dental and vision is done in November for an effective date of February 1.

Prescription

Gloucester County provides a three tier prescription plan (generic, preferred and non-preferred) for all full-time employees, eligible part-time employees in accordance with the current negotiated contracts, and their eligible dependents. This plan includes the

following co-pays: \$5 for generic, \$10 for preferred, and \$20 non-preferred, as covered under the negotiated contracts.

Coverage for new employees begins the first day of the month following the completion of 60 days of employment.

Prescription cards will be distributed by Express Scripts, Inc. (the Carrier) prior to the effective date of coverage.

Vision

The BCS Life Insurance Company vision plan benefit is offered in accordance with the appropriate negotiated collective bargaining agreement. As applicable, this benefit is offered to employees and their dependents. BCS will reimburse the covered person for a portion of one annual eye examination every 12 months. The plan also provides an allowance toward the cost of lenses every 12 months and frames every 24 months. A description of plan benefits and claim forms can be obtained through Conner Strong Companies.

Annual Open Enrollment for dental and vision is done in November for an effective date of February 1.

Retirement Health Benefits

Insurance coverage for medical and prescription benefits will be provided to retirees as follows:

The Employer shall continue medical coverage for employees who retire on pension with at least twenty-five (25) years or more credited service in PERS or PFRS, together with their dependents.

The employer will provide for continuation of prescription benefits to all employees who retire with at least twenty-five (25) years of pension time and seven years employment with the County. Employees should refer to their respective bargaining unit contract to determine whether prescription coverage extends to spouses/civil union partners and dependents.

Active employees who have 25 years or more years of service credit as of the effective date of Chapter 78 (June 28th, 2011) are grandfathered and are governed by the terms applicable on the date they accrue 25 years of service credit.

Employees with 20 or more years of service credit as of the effective date of Chapter 78 (June 28th, 2011) are also grandfathered at the current 1.5% contribution requirement, but

must still attain 25 years of service credit prior to retirement to qualify for employer contributions toward post-retirement medical coverage.

Employees who are not grandfathered (see preceding two paragraphs), who do not fall within the above provisions, and who become eligible for employer-paid post-retirement benefits after 25 years of service, will be subject to a contribution toward postretirement medical coverage based on the applicable percentage of premium as determined by the annual retirement allowance, including any cost-of-living adjustments. A minimum contribution of 1.5% of the monthly retirement allowance is required.

Employee:

All new, eligible employees:

Should complete the enrollment forms for benefits including selection of either QPOS 5 or QPOS 10 plan and return it to Connor Strong Companies within two weeks from his/her designated new employee orientation date to avoid a 30 day suspension on the effective date of the coverage.

Or

Elect no coverage (see HR 5.2).

Should notify Conner Strong Companies of changes in coverage (additions or deletions of dependents) as soon as possible to ensure proper coverage (HR 5.1 Exhibit N).

Should contact Conner Strong Companies and Human Resources as early as possible for complete details on continuing medical health benefits after retirement, termination of coverage, or while on an approved leave of absence to ensure uninterrupted group coverage.

Conner Strong Companies:

Provides enrollment forms and information about the features of the available health, dental, prescription and vision benefit programs for all eligible employees.

Enrolls new, eligible employees in the selected plan.

Oversees changes in coverage or questions pertaining to coverage as applicable.

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CHAPTER:	5 - EMPLOYEE BENEFITS	ADOPTED: 3/7/06
SECTION:	4 - PENSION PLANS	REVISED: 12/21/11

Eligible County employees belong to one of two pension plans, the Public Employees' Retirement System (PERS) or Police and Firemen's Retirement System (PFRS). Please refer to HR 3.8 for information concerning retirement under these pension plans.

PERS

The following information concerning pension plans is intended to assist the County employee in making decisions concerning their future as an employee and retiree. Complete terms governing PERS are set forth in N.J.S.A. 43:15A et seq. The pension enrollment rules described below are in general terms and may not cover all situations.

PERS Membership Tiers

Membership Tier 1 is members who were enrolled prior to July 1, 2007.

Membership Tier 2 is members who were eligible to enroll on or after July 1, 2007 and prior to November 2, 2008, pursuant to the provisions of Chapters 92 and 103, P.L. 2007.

Membership Tier 3 is members who were eligible to enroll on or after November 2, 2008 and on or before May 21, 2010, pursuant to the provisions of Chapter 89, P.L. 2008.

Membership Tier 4 is members who were eligible to enroll after May 21, 2010, pursuant to the provisions of Chapters 1 and 3, P.L. 2010.

Membership Tier 5 is members who were eligible to enroll on or after June 28, 2011.

Eligibility Criteria

Membership in the retirement system is generally required as a condition of employment for most employees. You are required to enroll in the PERS if:

- You are employed on a regular basis in a position covered by Social Security; and
- You are eligible for Tier 1 or Tier 2 membership and the annual salary is \$1,500 or more, or you are eligible for Tier 3 membership and the annual salary is \$7,700* or more; and
- You are eligible for Tier 4 membership and you work at least 32 hours per week required for enrollment; and

- You are not required to be a member of any other State or local government retirement system on the basis of the same position; or if:
- You are receiving a monthly retirement allowance from the PERS, you work more than the minimum number of hours per week required for PERS Tier 4 enrollment (see above), and you earn more than \$15,000 annually, in aggregate, from all PERS-covered employment (Details of exceptions and special rules for Disability Retirees Restored to Active Services are available upon request).

Additional information including factors for ineligibility and the rules governing Elected or Appointed Officials is available by visiting the State of New Jersey website at www.state.nj.us/treasury/pensions/.

Payroll deductions for the pension plan are based on a percentage of the employee's salary. These deductions begin once the enrollment process is complete and are reflected on the employee's pay stub.

If the employment terminates before retirement, the employee will receive a refund of his/her contributions to the pension system if the employee was a member for more than three years. All rights and privileges then end.

Retirement begins on the first of a month. Retirement allowances are paid after the end of a month. No benefits are paid unless it is for an entire month.

An employee who is actively contributing to PERS may get a loan from the retirement system once he/she has been a contributory member for three years and three months. Employees may borrow up to half of their accumulated contributions. Repayments are deducted from employee paychecks with interest. For eligible borrowers, the interest rate for loan applications received in 2011 is 5.25% per annum on the declining balance of the loan and there is an administrative processing fee is \$8.00 per loan. Loans are limited to no more than two per calendar year.

PFRS

All police officers and firefighters appointed after June, 1944, in municipalities where local police and fire pension funds existed, or where this system was adopted by referendum or resolution, are required to become members of the Police and Firemen's Retirement System. Certain State and County law enforcement job titles are also covered.

Eligibility in the PFRS is determined by your job title, your age, and your health. State and county employees in eligible PFRS titles, who do not meet the age and medical requirements, are eligible to enroll in the Public Employees' Retirement System (PERS) and possibly, depending on job title, as Law Enforcement Officers (LEOs) in the PERS. Over the years, the eligibility criteria for membership in the PFRS has been subject to change and reinterpretation. If you have specific questions concerning eligibility for

enrollment in the PFRS you may wish to contact the Division of Pensions and Benefits for additional information.

Enrollment in the PFRS is required for permanent, full-time employees appointed to positions in law enforcement or fire fighting in the State of New Jersey. The date of enrollment for the PFRS is the date of permanent appointment to the position, even if the enrollee has yet to complete law enforcement or fire fighter training. Enrollment usually takes about two months to process and requires the submission of an Enrollment Application and a Report of Examining Physician.

PFRS Membership Tiers

The passage of Chapter 1, P.L. 2010, changed compensation and retirement criteria for PFRS members enrolled as of certain dates. These differences in PFRS membership — referred to as “membership tiers” — are defined as follows:

- Membership Tier 1 — PFRS Members who were enrolled on or before May 21, 2010.
- Membership Tier 2 — PFRS Members who were enrolled after May 21, 2010.

Treasurer’s Office:

Provides employees with the enrollment applications; sometimes, this is done in conjunction with Human Resources.

Forwards the completed applications to the NJ Division of Pensions.

Receives the Certification of Payroll Deductions once processing is completed by the State and takes the appropriate measures to begin deductions.

Provides all forms, additional information and direction.

Employee:

Completes the enrollment application and returns it to the Treasurer's Office designee.

Receives notice from the State that processing is complete via a Certification of Payroll Deductions.

Contacts the Treasurer’s Office at least 6 months before the anticipated retirement date.

Files a retirement application with the Division of Pensions (available from the Treasurer's office) at least one month before they wish to retire to allow time for their application to be processed.

CHAPTER:	6 - LEAVE TIME	ADOPTED: 11/22/11
SECTION:	11 - UNPAID LEAVE	REVISED: 12/21/11

**EXHIBIT R-1 – EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT**

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures

For additional information:

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1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

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U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WHD Publication 1420 Revised January 2009

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6.11 EXHIBIT S –FAMILY/MEDICAL LEAVE FORMS

CHAPTER:	6 - LEAVE TIME	ADOPTED: 3/7/06
SECTION:	11 - UNPAID LEAVE	REVISED: 12/21/11

EXHIBIT R – FAMILY AND MEDICAL LEAVES OF ABSENCE

The purpose of this policy is to clarify employees' rights and obligations under state and federal law regarding family and medical leaves of absence.

Full-time employees (and some part-time employees) may be eligible for family or medical leave under state or federal law, after they have worked for the County for at least one year. Because eligibility requirements differ under state and federal law, employees should consult with Human Resources prior to requesting leave to determine if they are eligible for leave.

Please refer to HR 6.11 Exhibit R-1 for "Employee Rights and Responsibilities under the FMLA." Under the federal Family and Medical Leave Act ("FMLA"), any County employee who is eligible under the Act may receive up to twelve (12) weeks of unpaid leave in a twelve (12) month period, for any of the following reasons:

1. Birth of your child, and to care for your newborn child (within twelve (12) months of birth);
2. Placement of a child with you for adoption or foster care (within twelve (12) months of placement);
3. Care for an immediate family member (i.e. your spouse, child or parent) with a serious health condition; or
4. A personal, serious health condition that leaves you unable to perform the essential functions of your job.

To be eligible under the FMLA, an employee must have, on the date the leave begins:

1. Worked for the County for at least twelve (12) months; and
2. Worked at least 1,250 hours (including only those hours actually worked) for the County during the twelve (12) months immediately preceding the leave.

Under the New Jersey Family Leave Act ("NJFLA"), any County employee who is eligible under the NJFLA may receive up to twelve (12) weeks of unpaid leave in a twenty-four (24) month period, for any of the following reasons:

1. Birth of your child, and to care for your newborn child (within twelve (12) months of birth);
2. Placement of a child with you for adoption or foster care (within twelve (12) months of placement); or
3. Care for a family member (i.e. your spouse, child, parent or parents' parent) with a serious health condition. Please note that FMLA does not extend to civil union partners.

To be eligible under the NJFLA, an employee must have, on the date the leave begins:

1. Worked for the County for at least twelve (12) months; and
2. Worked at least 1,000 hours (including those hours actually worked, not including overtime) for the County during the twelve (12) months immediately preceding the leave.

A serious health condition is defined as a condition that involves: (1) in-patient care in a hospital, hospice or residential care facility; or (2) any period of incapacity requiring absence from work of more than three calendar days that also involves continuing treatment by a health care provider; or (3) continuing care by a health care provider for a chronic condition; or (4) prenatal care. Employees with questions about whether specific illnesses are covered under this policy or under the County's sick leave policy are encouraged to make the appropriate inquiry of the County Administrator/Human Resources Director/designees.

Notice of Leave: Where the necessity for leave is foreseeable, requests for leave under this policy should be submitted to the County in writing at least thirty (30) days prior to the date on which an employee wishes to commence leave. If it is not possible to give thirty (30) days notice, then the employee must provide as much notice as possible. Where the necessity for leave is not foreseeable, an employee should notify the County of the need to take leave as soon as possible.

An employee's request for leave and/or the taking of leave will not negatively affect an employee's employment or standing with the County.

HR 6.11 Exhibit S titled "Family/Medical Leave Notification" has been provided for employees to use in notifying the County of requests for such leave. In turn, the County utilizes the "Notice of Eligibility and Rights & Responsibilities," also found in HR 6.11 Exhibit S, to acknowledge the employee request. Furthermore, the County utilizes the "Designation Notice," found in 6.11 Exhibit S, to notify the employee of approval or need for additional information.

Certification Requirements: Where leave is taken for the employee's own serious health condition or to care for the immediate family member suffering from a serious health condition, employees will be required to submit a medical certification from a

health care provider documenting the employee's or the immediate family member's serious health condition. If deemed necessary, the County may require that the employee obtain the opinion of a second health care provider designated by the County, which will be paid for by the County. If there is a conflict between the original medical opinion and the second opinion, the County may require a third opinion by a health care provider jointly selected by the County and the employee and paid for by the County. The third opinion will be considered final and binding.

HR 6.11 Exhibit S provides employees with the "Certification of Health Care Provider" forms, one that applies to an employee's medical condition and one that applies to a family member's medical condition. One of these forms, as applicable, should be utilized to satisfy this requirement.

The County may require an employee who takes leave for the employee's own serious health condition or to care for an immediate family member suffering from a serious health condition to obtain subsequent recertification's on a reasonable basis. The County also may require an employee returning from leave due to the employee's own serious health condition to submit a medical certification of fitness-for-duty.

RIGHTS UNDER FAMILY AND MEDICAL LEAVE

An employee taking an approved family or medical leave of absence will be entitled to reinstatement to his or her former position, or to another position of substantially equivalent compensation, benefits, status and responsibility, if he or she returns from the leave on the agreed upon date (including any approved extensions), and the entire leave lasts no more than twelve (12) weeks, provided that the County may choose to deny job restoration to certain highly compensated "key" employees. The County will endeavor to advise key employees who may be denied job restoration of this status at the time they request leave.

However, if the County deems it necessary to deny job restoration to a key employee who already is out on a leave of absence, the County will inform the employee of its intention to do so and will offer the employee the opportunity to return to work immediately.

Throughout an approved family or medical leave of absence, employees may continue their medical coverage under the same terms which the medical insurance coverage was offered prior to the leave, provided that the employee makes timely payment to the County of the employee's share of the premium cost. To maintain uninterrupted coverage, the employee will have to continue to pay his/her share of insurance premium payments. This payment shall be made either in person or by mail to the Connor Strong Companies (1701 Route 70 East, P.O. Box 2060, Cherry Hill, NJ 08034) by the 1st day of each month that the employee is on leave. If an employee's payment becomes more than thirty (30) days overdue at any time during the leave, coverage will be terminated by the County.

If an employee fails to return to work upon the scheduled expiration of the leave of absence without obtaining an extension, for reasons other than a documented continuous serious health condition, the County will exercise its right to recover from the employee the premium cost which the County paid for the employees health insurance coverage during the term of the leave. Employees seeking an extension of an approved leave must submit their request to Human Resources at least one (1) week prior to expiration of the approved portion of the leave.

An employee may not work full-time for another employer or be self-employed during any leave under the NJFLA unless the employee was providing those services immediately prior to the commencement of the leave. An employee's leave may be canceled and disciplinary action may be taken, including immediate termination, prior to the expiration of the leave period, if this policy is violated. In addition, any employee who willfully misleads the employer regarding the nature of or the need for FMLA or NJFLA leave, or who falsifies documents related to the employee's request for FMLA or NJFLA leave may be subject to disciplinary action, including immediate termination from his/her employment prior to the expiration of the leave period.

PERSONAL LEAVE

Non-represented employees who desire an unpaid leave of absence for reasons which do not qualify under the provisions of FMLA may request up to six (6) months of unpaid leave.

County employees who are members of collective bargaining units may submit requests as provided under the terms of their respective collective bargaining agreements.

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CHAPTER:	6 – LEAVE TIME	ADOPTED: 3/7/06
SECTION:	11 – UNPAID LEAVE	REVISED: 12/21/11

A leave of absence without pay may be granted for, but is not limited to, the following:

- (1) Provisions of the New Jersey Family Leave Act (NJFLA) and/or the federal Family and Medical Leave Act (FMLA), which allows time to care for a newborn child, a newly adopted child, or a newly placed foster child, as well as care for a parent, child or spouse with a serious health condition. (Please refer to HR 6.11 Exhibit R for more details).
- (2) Serious health condition on the part of the employee which extends beyond accumulated sick, vacation or other paid leave as provided by the FMLA (NJFLA does not provide leave for one's own health condition). (Please refer to HR 6.11 Exhibit R for more details).
- (3) Provisions of the New Jersey Family Leave Act (NJFLA) which allows time to care for a civil union partner with a serious health condition (Please refer to HR 6.11 Exhibit R for more details).
- (4) Other circumstances warranting such a leave (solely granted at the discretion of the Freeholder Board).
- (5) Promotions to another job within the jurisdiction.

Leaves of absence will NOT be granted for temporary family moves to another location, the acceptance of a job outside the County government, and/or other reasons that are unacceptable to the employer.

Permanent employees may be granted leaves of absence without pay for a period not to exceed one year. For exceptional circumstances, such leave may be extended beyond one year, subject to written approval by the New Jersey Department of Personnel. (4A:6-1.1(a)2).

For family and medical leaves, see Chapter 6, Section 11 Exhibit R and S.

Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after the employer-paid coverage ends by paying the monthly premiums prior to the coverage month. Concurrently, an eligible employee who takes leave qualifying under NJFLA or the FMLA shall have coverage continued by the

Employer during such leave. The FMLA requires that the employer maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Thus, as stated in HR 5.1 titled "Health Benefits," employees receiving health benefits pay a contribution towards the cost of health benefits (Chapter 78, P.L. 2011). Therefore, the employee contribution will remain in effect during an unpaid leave.

An employer may also grant an unpaid union leave pursuant to N.J.A.C. 4A:6-1.16.

Documents related to an employee's leave of absence shall be placed in his/her personnel file. However, any medical information shall be maintained in a separate file.

Paid sick days shall not accrue during a leave of absence without pay (4A:6-1.3, 2, c).

An employee who goes on a leave of absence without pay before the end of the calendar year shall have his or her leave prorated based on time earned. An employee who is on the payroll for greater than 23 days shall earn a full month's allowance, and earn one-half month's allowance if he or she is on the payroll from the 9th through the 23rd day of the month (4A:6-1.5, b).

Intermittent days off without pay shall be aggregated and considered as a continuous leave without pay for calculation of reduced vacation and sick leave credits. When intermittent days off without pay other than voluntary furlough or furlough extension days equal 11 working days, the employee's vacation and sick leave credit shall be reduced by one-half of one month's entitlement (4A:6-1.5, c).

If a holiday occurs on a regular workday of an employee and the employee does not report for duty, he or she shall not be eligible for overtime compensation or an alternate day off for that holiday (4A:3-5.8, c, 3).

Employees are liable for vacation and sick leave days taken in excess of their entitlements (4A:6-1.5, a).

An employee shall reimburse the appointing authority for paid working days used in excess of his or her prorated and accumulated entitlements (4A:6-1.5, b, 1).

An employee who returns to work from a leave of absence shall not be credited with paid vacation or sick leave until the amount of leave used in excess of the prorated entitlement has been reimbursed (4A:6-1.5, b, 2).

Employee:

Should submit a written request for a leave of absence to his/her department head stating the reason for and the inclusive dates of the leave (utilizing HR 6.11 Exhibit S "Family/Medical Leave Notice" as applicable). Requests for FMLA or NJFLA should be submitted 30 days in advance of the birth or adoption of a child or 15 days in advance if caring for a seriously ill family member. (Please note that this time requirement may be waived in emergency situations by the County Administrator/Designee).

If a request is denied, the employee may appeal the County Administrator/Designee's decision to the County Administrator and/or Designee.

Should contact the County Administrator/Designee to discuss the possible continuation of benefits since leaves of absence may affect certain employee benefits.

Employees granted leaves of absence without pay must, in writing, either confirm the date of return or request an extension.

For leaves of six months or more in duration, written notification of intent to return should be submitted four weeks before the leave expires.

For leaves of six months or less, written notification of intent to return should be submitted at least one week before the leave expires.

If an employee wishes to extend a leave without pay beyond one year, submits a written request to his/her department head stating the reason for the extension and the inclusive dates of the additional leave.

Department Head/Designee:

Forwards the employee's request to the County Administrator/Designee within two days along with a recommendation to approve or deny the request.

Contacts the County Administrator/Designee if the employee appears to meet the criteria for NJFLA or FMLA.

County Administrator/Designee/Designee:

Approves or denies the leave within two weeks of receipt of written request utilizing HR 6.11 Exhibit S "Employer Response to Employee Request for Family or Medical Leave" as applicable. The approval or denial will be in writing to both the employee and the department head.

Requests approval from the NJDOP if the County wishes to grant any leave without pay beyond one year.

Maintains all records of employee leaves, including the type of leave.

Reports such leaves to the NJDOP as required (4A:6-1.1(c)).

May waive the time requirement for employee leave notification in emergency situations.

Sends the employee a Family Leave packet, which contains general information and an application for such leave to the employee (please see HR 6.11 Exhibit R and S).

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CHAPTER:	7 – CONDUCT AND PERFORMANCE	ADOPTED: 11/4/09
SECTION:	7 – PROHIBITION OF DISCRIMINATION, HARASSMENT OR HOSTILE ENVIRONMENTS IN THE WORKPLACE	REVISED: 12/21/11

EXHIBIT F – PRE-INTAKE QUESTIONNAIRE FOR EMPLOYMENT COMPLAINTS

Please print all information clearly.

SECTION I: Complete section #1 below if you are employed by the County.

Complainant Last Name:		First Name & Middle Initial:	
Position:		Hire Date:	
Department:		Work Phone Number:	
Email Address:		Cell Phone Number:	
Home Address:		Home Phone Number:	

Employment Status: ☐ Permanent ☐ Temporary ☐ Classified ☐ Unclassified ☐ Sworn ☐ Full-Time ☐ Part-Time

SECTION B: Complete section #2 below if NOT employed by the County.

Name of Company		Last Name, First Name & Middle Initial	
Email Address:		Cell or Home Phone Number:	
Mailing Address:		Work Phone Number:	

If you will be represented by an attorney, please provide the attorney's name and phone number.	Address:
Name:	Phone Number:

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Have you filed a complaint of discrimination regarding this matter with the Division on Civil Rights, EEOC, or any state or other local agency, State or federal court within the last year? If so, where, when and what is the status of this case? Please complete below:

Agency/Court Name:

Approximate Date Filed (mm/dd/yyyy):

Complaint or Charge Number (if known):

Supervisor's Name:		Title:		Phone Number:	
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Basis for Discrimination

- | | | | | |
|---|--|--|---|---|
| <input type="checkbox"/> Race/Color | <input type="checkbox"/> National Origin | <input type="checkbox"/> Age | <input type="checkbox"/> Creed/Religion | <input type="checkbox"/> Retaliation |
| <input type="checkbox"/> Age | <input type="checkbox"/> Marital Status | <input type="checkbox"/> Disability | <input type="checkbox"/> Sexual Orientation | <input type="checkbox"/> Sex |
| <input type="checkbox"/> Over 40
<input type="checkbox"/> Under 40
Age: _____ | <input type="checkbox"/> Married
<input type="checkbox"/> Single
<input type="checkbox"/> Divorced
<input type="checkbox"/> Widow(er) | <input type="checkbox"/> Physical
<input type="checkbox"/> Mental
<input type="checkbox"/> Denied
Reasonable
Accommodation | <input type="checkbox"/> Gay
<input type="checkbox"/> Lesbian
<input type="checkbox"/> Homosexual
<input type="checkbox"/> Hetrosexual | <input type="checkbox"/> Female
<input type="checkbox"/> Male
<input type="checkbox"/> Sexual
Harassment |
| <input type="checkbox"/> Guide/
Service Animal | <input type="checkbox"/> Family Leave | <input type="checkbox"/> Gender | <input type="checkbox"/> Civil Union
Status | <input type="checkbox"/> Domestic
Partnership
Status |
| <input type="checkbox"/> Gender | <input type="checkbox"/> Liability for Service in the
Armed Services | | | |

Nature of Complaint

Please indicate whether you wish to file an Employment Claim involving (check all that apply):

- | | | | | |
|---|---|--|---|---|
| <input type="checkbox"/> Hiring | <input type="checkbox"/> Application/
Enrollment | <input type="checkbox"/> Promotion | <input type="checkbox"/> Demotion | <input type="checkbox"/> Discharge /
Termination |
| <input type="checkbox"/> Layoff | <input type="checkbox"/> Suspension | <input type="checkbox"/> Disability | <input type="checkbox"/> Transfer | <input type="checkbox"/> Harassment |
| <input type="checkbox"/> Religious | <input type="checkbox"/> Qualification
/Testing | <input type="checkbox"/> Wages | <input type="checkbox"/> Hostile
Environment | <input type="checkbox"/> Training |
| <input type="checkbox"/> Layoff | <input type="checkbox"/> Differential
Treatment | <input type="checkbox"/> Political
Activity | <input type="checkbox"/> Denied
Benefits | <input type="checkbox"/> Differential
Pay |
| <input type="checkbox"/> Retaliation for Complaining About Discrimination | | | | |

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Do these claims additionally involve?

☐ Disability of Discrimination

☐ Sex Discrimination

Today's Date:
Date(s) Alleged Discrimination Occurred:
What was the most recent date or last date that you were allegedly discriminated against (i.e. fired, laid off, disciplined, harassed, etc.)?
If your answer to the above question is more than 180 days before today, please stop and contact Milton Hinton, Jr. at (856) 384-6903 to discuss your options due to the expiration of the statute of limitations.

I believe I have been discriminated against, in violation of the NJ Law Against Discrimination, the NJ Family Leave Act, and/or Title VII of the Federal Civil Rights Act of 1964, and/or Age Discrimination in Employment Act, and/or the Americans with Disabilities Act, as applicable, and/or Gloucester County's Equal Employment Opportunity Workforce Development Plan. Please write, in detail, the specific allegations of the complaint(s):

EMPLOYMENT INFORMATION

Please provide all the names, name of contact persons, addresses, and phone numbers of the persons or business you are alleging discriminated against you (fellow employee, supervisor or other person):

Name of Company or Person	Address	Phone Number

WITNESS INFORMATION

Please list any person(s) who may have witnessed the alleged discrimination (fellow employee, supervisor or other person) that we may contact for additional information:

Name	Address	Phone Number

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Was the supervisor consulted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Was the Department Head consulted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Was the Union consulted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Was the U.S. Equal Employment Opportunity Commission consulted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Was there a U.S. Equal Employment Opportunity Commission charge filed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Was the NJ Division on Civil Rights consulted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Was there a NJ Division on Civil Rights charge filed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you a Civil Service Employee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you a member of a collective bargaining unit? If yes, please provide the name and a copy of the collective bargaining agreement along with the name of union representative and contact information.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you filed a grievance with your Union regarding this matter? If yes, please provide the status of your grievance.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Resolved		

What other information is relevant to your complaint?

What remedies do you seek for a satisfactory resolution of your complaint with the Office of Equal Employment Opportunity (i.e. reinstatement, back-pay, benefits or accommodation)?

I understand that information on this pre-intake questionnaire may be shared, in whole or part, with the New Jersey Division on Civil Rights on with the U.S. Equal Employment Opportunity Commission and the Respondent indicated. In order to provide a timely complaint under penalties of perjury, I declare that I have read this pre-intake questionnaire, desire to make a complaint of discrimination and that the facts stated herein are true. I will advise the County if I change my address or telephone number and I will cooperate fully with them in the processing of my complaint in accordance with their procedures. I understand, agree and request assistance in this matter.		
Complainant's Signature:		Date:

Please complete this form prior to appearing to file a complaint. When you come to file your complaint, you will participate in an extensive interview.

Milton W. Hinton, Jr. – EEO Officer – 856-384-6903

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CHAPTER:	8 – SAFETY AND SECURITY	ADOPTED: 3/7/06
SECTION:	3 – BUILDING SECURITY AND EVACUATION	REVISED: 12/21/11

It is the duty and responsibility of all employees of the County to maintain the security of our office buildings at all times. Furthermore, it is important to be able to account for all employees during emergency evacuations.

All employees shall be issued a photo identification card within 7 days of hire. Should this card be lost or stolen, the employee must notify the Department Head and/or the Human Resources Department immediately. The employees may be charged a fee for a replacement card. The current fee for a lost or damaged ID card is \$10.00.

For employees who work in secured buildings, access to entryways will require fingerprint access and/or electronic key cards (key fobs). Electronic key cards are assigned to authorized employees and should not be loaned to anyone. This **required procedure** should be followed each and every time an employee enters and leaves any county building.

Employee:

Each and every time an employee enters and leaves any county building, enters his/her digit code, hits enter, puts his/her palm in reader, and the display should then read "ID Verified", **OR** in the case of electronic key cards (key fobs), scan the key fob to the card reader.

Wears his/her photo IDs in a visible and prominent fashion.

Reports any unusual or suspicious persons or occurrences to their Department Head immediately.

Reports a lost or stolen photo ID card to the Human Resources Department within 24 hours.

Ensures that the information on his/her photo ID card is current at all times. Any changes in this information shall be reported to the Human Resources Department by the employee for issuance of a new card.

Surrenders his/her photo ID card to the Human Resources Department within 24 hours upon termination of employment.

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CHAPTER: SECTION:	9 – GENERAL RULES AND REGULATIONS	ADOPTED: 3/7/06
	3 - VITAL INFORMATION	REVISED: 12/21/11

**EXHIBIT X – NOTICE OF VITAL INFORMATION CHANGE:
NAME, ADDRESS, PHONE NUMBER AND/OR EMERGENCY CONTACT**

Department: _____ Social Security #: _____

Name: _____ New Name*: _____

* Reason: _____ Marriage/Civil Union _____ Divorce/Dissolution of Civil Union

_____ Legal Name Change _____ Other: _____

PLEASE NOTE: Name changes require a copy of a social security card reflecting the change.

New Address: _____
(Street or P.O. Box)

(City, State, Zip)

New Phone Number: _____

Emergency Contacts – Please name two:

(Name)

(Name)

(Relationship)

(Relationship)

(Phone Number)

(Phone Number)

(Alt. Number)

(Alt. Number)

SIGNATURE: _____

DATE: _____

Please return this form to your payroll clerk who will in turn forward to Human Resources. Thank you.

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CHAPTER:	8 – SAFETY AND SECURITY	ADOPTED: 11/21/06
SECTION:	2 – INJURY ON THE JOB	REVISED: 12/21/11

EXHIBIT Z – REPORT OF JOB ACCIDENT

Employee's Preliminary Report of Work-Related Injury to Employer
(To be filled out by employee if possible)

***IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO SIGN ALL NOTES
FOR EACH AND EVERY VISIT TO A MEDICAL PROVIDER AND TO
NOTIFY HIS/HER DEPARTMENT OF WORK STATUS IMMEDIATELY AFTER
EACH DOCTOR'S VISIT.***

Safety should be notified immediately of all accidents and/or injuries. On the day of the occurrence, this form should be completed and faxed to Safety at (856) 384-6995 as soon as possible.

Date of Report: _____ Report filled out by: _____

An employee reports an injury sustained in a work-related accident as described below:

Employee's name _____

Date of injury _____ Date reported _____

Time employee started work _____ Time of accident _____

Place where injury happened _____

Detailed description of how injury occurred and if any piece of equipment was being used:

Body part injured _____

Name of Doctor or Hospital _____

Transported by ambulance? _____

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Job Title _____

Full Time or Part Time Employee _____

Employee's address _____

City _____ State _____ Zip _____

Phone number _____

Social Security Number _____

Date of Birth _____ Date of Hire _____

Witness _____ Phone Number _____

Family Doctor _____ Phone Number _____

Previous Injuries _____

I agree with the above statements contained in this report.

Employee Signature _____ Date: _____

TO BE COMPLETED BY SUPERVISOR:

Additional information regarding the injury that the supervisor would like to report:

Supervisor Name (please print) _____

Supervisor Signature _____ Date: _____

Requesting Leave related to an On-the-Job Injury or Illness

Should your injury be substantiated, it is important for you to be aware that only the County authorized treating physician can authorize time off from work for an on-the-job injury or illness. The following procedures should be followed when seeking leave for a work-related injury:

1. If you are unable to report to work or complete a shift due to an issue arising as a result of your work-related injury, you should contact the treating physician immediately. Your County authorized treating physician is:

Phone: _____

- The only exception to this policy is if the issue constitutes a medical emergency in which case you should seek immediate treatment at a hospital emergency room.
 - You should contact the treating physician even if the issue arises during the treating physician's non-business hours. During non-business hours, such calls will be answered by the treating physician's answering service or voice mail (which will instruct you on how to reach the treating physician or the on-call physician).
2. You must also notify Safety Staff immediately by calling (856) 384-6993 or (856) 384-6994. If the call is placed after normal business hours, you should leave a detailed voice-mail message.
 3. You are also obligated to communicate with your supervisor to keep that person apprised of the situation. Your Department Supervisor is:

Phone: _____

You are reminded that the County authorized treating physician is the only person that can authorize time off from work for an On-the-Job injury or illness.

By signing below you acknowledge that you have read these procedures.

Employee

Date

Cc: Safety
Department
Employee

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CHAPTER:	6 - LEAVE TIME	ADOPTED: 3/7/06
SECTION:	1 - INTRODUCTION TO PAID AND UNPAID LEAVE	REVISED: 12/21/11

EXHIBIT Q – LEAVE REQUEST

DEPARTMENT: _____

NAME: _____ **DIVISION:** _____

SIGNATURE: _____ **DATE:** _____

Please refer to the respective Human Resources policy and any applicable union contract when requesting leave. If you choose to cancel a request, write the word "CANCEL" across the entire form and resubmit to your payroll point person.

~~Compensatory Time Requested~~ ~~Paid Amount of Time~~

Administrative/Personnel (HR 6.5) _____

Vacation (HR 6.3) _____

Bereavement (HR 6.6) _____

Employee's relationship to the Deceased: _____

Sick (HR 6.4) _____

Reason for Sick Leave/Call-Out: _____

Leave Without Pay (HR 6.11) _____

Other _____

Specify: _____

Compensatory Time (HR 4.4) _____

Date comp time earned: _____

DEPARTMENT HEAD/DESIGNEE: _____ **APPROVED** _____ **DISAPPROVED** _____

Denial Reason: _____

(Signature)

Date: _____

Department Payroll Received (Initials): _____ **Date:** _____

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6.1 EXHIBIT Q – LEAVE REQUEST

A5

RESOLUTION AUTHORIZING A CONTRACT WITH STRATEGIC PRODUCTS AND SERVICES THROUGH STATE CONTRACT #A42285 TO PURCHASE TELEPHONE SWITCHES AND OTHER NECESSARY HARDWARE ALONG WITH A MAINTENANCE CONTRACT FOR A MAXIMUM CONTRACT AMOUNT OF \$130,000.00

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, services, supplies and equipment, through the State Contract number A42285, without the need for public bidding; and

WHEREAS, the County of Gloucester has a need to purchase telephone switches, along with various components/equipment and also for software support for the County of Gloucester; and

WHEREAS, it has been determined to be advantageous that the County of Gloucester purchase the said telephone equipment and maintenance contract from Strategic Products & Services at 3 Wing Drive, ST# 100, Cedar Knolls, NJ 07927 for a minimum contract amount of Zero and a maximum contract amount of \$130,000.00 through State Contract No. A42285; and

WHEREAS, the contract shall be for estimated units of goods and service. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to purchase telephone equipment and to also use Strategic Products & Services for software support and maintenance for the County of Gloucester with a maximum contract amount of \$130,000.00 through State Contract Number A42285; and

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 21, 2011.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ALP

RESOLUTION AUTHORIZING AWARD OF A SPLIT RFP FOR A PERIOD OF ONE YEAR COMMENCING DECEMBER 21, 2011 AND TERMINATING DECEMBER 20, 2012 TO 1) TODD & BLACK, INC. FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$95,000.00; 2) STEVEN M. BARTELT, MAI FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$45,000.00; 3) MOLINARI & ASSOCIATES, PC FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$45,000.00; 4) APPRAISAL SYSTEMS, INC. FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$45,000.00; 5) J. MCHALE & ASSOCIATES, INC. FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$45,000.00

WHEREAS, the County of Gloucester is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program, historically, there have been 700 to 2,000 County appeals and 150 to 200 State Appeals for the entire County; and

WHEREAS, there is a need by Gloucester County for a professional pool of appraisers in connection with the defense of assessments for the County of Gloucester; and

WHEREAS, the County requested proposals, via RFP# 011-060, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Todd & Black, Inc., with offices at 1209 So. Union Ave., Cherry Hill, NJ 08002, made one of the most advantageous proposals, for a minimum contract amount of Zero and a maximum contract amount of \$95,000.00; and

WHEREAS, the evaluation, based on the established criteria, concluded that Steven M. Bartelt, MAI, with a mailing address of P.O. Box 8169, Turnersville, NJ 08080, made one of the most advantageous proposals, for a minimum contract amount of Zero and a maximum contract amount of \$45,000.00; and

WHEREAS, the evaluation, based on the established criteria, concluded that Molinari & Associates, PC, with offices at 14 Harrison Street, Woodbury, NJ, made one of the most advantageous proposals, for a minimum contract amount of Zero and a maximum contract amount of \$45,000.00; and

WHEREAS, the evaluation, based on the established criteria, concluded that Appraisal Systems, Inc., with offices at 266 Harristown Road, Glen Rock, NJ 07452, made one of the most advantageous proposals, for a minimum contract amount of Zero and a maximum contract amount of \$45,000.00; and

WHEREAS, the evaluation, based on the established criteria, concluded that J. McHale & Associates, Inc., with offices at 693 Main Street, Lumberton, NJ 08048, made one of the most advantageous proposals, for a minimum contract amount of Zero and a maximum contract amount of \$45,000.00; and

WHEREAS, the contracts shall be for estimated units of service, for a term beginning December 21, 2011 and ending December 20, 2012, pursuant to the proposals submitted by the Vendors; therefore, the contracts are open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contracts beyond December 31, 2011 is conditioned upon the approval of the 2012 Gloucester County Budget; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that

sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

WHEREAS, the contracts have been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the contracts may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contracts is for the provision of professional services for which competitive bids could not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contracts for a pool of appraisers in connection with defense of assessments, and in accordance with and pursuant to proposals submitted be awarded, each for a period of one year commencing December 21, 2011 and terminating December 20, 2012, to Todd & Black, Inc., for a minimum contract amount of Zero and a maximum contract amount of \$95,000.00; Steven M. Bartelt, MAI, for a minimum contract amount of Zero and a maximum contract amount of \$45,000.00; Molinari & Associates, PC, for a minimum contract amount of Zero and a maximum contract amount of \$45,000.00; Appraisal Systems, Inc., for a minimum contract amount of Zero and a maximum contract amount of \$45,000.00; and J. McHale & Associates, Inc., for a minimum contract amount of Zero and a maximum contract amount of \$45,000.00; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts Law; and

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ALP

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
TODD & BLACK, INC**

THIS CONTRACT is made effective this 21st day of December, 2011, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **TODD & BLACK, INC.**, (a New Jersey Corporation) with offices at 1209 South Union Avenue, Cherry Hill, NJ 08002 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to 2,000 County Appeals and 150 to 200 State Appeals for the entire County. From time to time it may become necessary to engage a pool of appraisers for defense of such appeals; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents an appraisal firm that is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period of one year for the period commencing December 21, 2011 and terminating December 20, 2012.
2. **COMPENSATION.** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 10, 2011 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 011-060. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum contract amount of Zero and a maximum contract amount of \$95,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part

of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP #011-060, and Vendor's responsive proposal dated November 10, 2011, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-011-060.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative

Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications, or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor

shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. METHODS OF WORK. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. COMPLIANCE WITH APPLICABLE LAW. Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

18. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #011-060 issued by the County of Gloucester and Vendor's responsive proposal dated November 10, 2011. Should there occur a conflict between this form of Contract and RFP #011-060, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #011-060 and the Vendor's responsive Proposal dated November 10, 2011, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 21st day of December, 2011.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TODD & BLACK, INC.

ALLEN G. BLACK, PRESIDENT

A60

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
STEVEN W. BARTELT, MAI**

THIS CONTRACT is made effective this 21st day of December, 2011, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **STEVEN W. BARTELT, MAI**, (a New Jersey Corporation) with a mailing address of P.O. Box 8169, Turnersville, NJ 08080, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to 2,000 County Appeals and 150 to 200 State Appeals for the entire County. From time to time it may become necessary to engage a pool of appraisers for defense of such appeals; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents an appraisal firm that is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period of one year for the period commencing December 21, 2011 and terminating December 20, 2012.
2. **COMPENSATION.** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 10, 2011 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 011-060. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum contract amount of Zero and a maximum contract amount of \$45,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part

of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP #011-060, and Vendor's responsive proposal dated November 10, 2011, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-011-060.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative

Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications, or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor

shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. METHODS OF WORK. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. COMPLIANCE WITH APPLICABLE LAW. Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

18. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #011-060 issued by the County of Gloucester and Vendor's responsive proposal dated November 10, 2011. Should there occur a conflict between this form of Contract and RFP #011-060, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #011-060 and the Vendor's responsive Proposal dated November 10, 2011, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 21st day of December, 2011.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

STEVEN W. BARTELT, MAI

**STEVEN W. BARTELT
OWNER**

Atc

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
MOLINARI & ASSOCIATES, PC**

THIS CONTRACT is made effective this 21st day of December, 2011, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **MOLINARI & ASSOCIATES, PC**, (a New Jersey Corporation) with offices at 14 Harrison Street, Woodbury, NJ 08096, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to 2,000 County Appeals and 150 to 200 State Appeals for the entire County. From time to time it may become necessary to engage a pool of appraisers for defense of such appeals; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents an appraisal firm that is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period of one year for the period commencing December 21, 2011 and terminating December 20, 2012.

2. **COMPENSATION.** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 10, 2011 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 011-060. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum contract amount of Zero and a maximum contract amount of \$45,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part

of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP #011-060, and Vendor's responsive proposal dated November 10, 2011, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-011-060.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative

Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications, or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor

shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. METHODS OF WORK. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. COMPLIANCE WITH APPLICABLE LAW. Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

18. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #011-060 issued by the County of Gloucester and Vendor's responsive proposal dated November 10, 2011. Should there occur a conflict between this form of Contract and RFP #011-060, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #011-060 and the Vendor's responsive Proposal dated November 10, 2011, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 21st day of December, 2011.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MOLINARI & ASSOCIATES, PC.

EDWARD T. MOLINERI
PRESIDENT

Alc

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
APPRAISAL SYSTEMS, INC.**

THIS CONTRACT is made effective this 21st day of December, 2011, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **APPRAISAL SYSTEMS, INC.**, (a New Jersey Corporation) with offices at 266 Harristown Road – 3rd Floor, Glen Rock, New Jersey 07452, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to 2,000 County Appeals and 150 to 200 State Appeals for the entire County. From time to time it may become necessary to engage a pool of appraisers for defense of such appeals; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents an appraisal firm that is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period of one year for the period commencing December 21, 2011 and terminating December 20, 2012.
2. **COMPENSATION**. Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 10, 2011 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 011-060. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum contract amount of Zero and a maximum contract amount of \$45,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part

of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP #011-060, and Vendor's responsive proposal dated November 10, 2011, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-011-060.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative

Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications, or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor

shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. METHODS OF WORK. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. COMPLIANCE WITH APPLICABLE LAW. Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

18. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #011-060 issued by the County of Gloucester and Vendor's responsive proposal dated November 10, 2011. Should there occur a conflict between this form of Contract and RFP #011-060, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #011-060 and the Vendor's responsive Proposal dated November 10, 2011, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 21st day of December, 2011.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

APPRAISAL SYSTEMS, INC.

ERNEST DEL GUERCIO, SR., CEO
CHIEF EXECUTIVE OFFICER

ALC

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
J. MCHALE & ASSOCIATES, INC.**

THIS CONTRACT is made effective this 21st day of December, 2011, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **J. MCHALE & ASSOCIATES, INC.**, (a New Jersey Corporation) with offices at 693 Main Street, Lumberton, NJ 08048 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to 2,000 County Appeals and 150 to 200 State Appeals for the entire County. From time to time it may become necessary to engage a pool of appraisers for defense of such appeals; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents an appraisal firm that is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period of one year for the period commencing December 21, 2011 and terminating December 20, 2012.
2. **COMPENSATION.** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 10, 2011 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 011-060. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum contract amount of Zero and a maximum contract amount of \$45,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part

of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP #011-060, and Vendor's responsive proposal dated November 10, 2011, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-011-060.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications, or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor

shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

18. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #011-060 issued by the County of Gloucester and Vendor's responsive proposal dated November 10, 2011. Should there occur a conflict between this form of Contract and RFP #011-060, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #011-060 and the Vendor's responsive Proposal dated November 10, 2011, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 21st day of December, 2011.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

J. MCHALE & ASSOCIATES, INC.

**JEROME J. MCHALE
PRESIDENT**

A20

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the
County, based on price and other factors considered.

RFP-011-060 Pool of Appraisers- Taxation McHale

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information <u> 5 </u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u> 25 </u> points Extensive qualifications and experience .	24
C. <u>Relevance and Extent of Similar Engagements performed</u> <u> 25 </u> points Many similar engagements noted and applicable.	25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 25 </u> points There was no plan included in proposal; however, significant staff and knowledge exhibited.	18
E. Reasonableness of Cost Proposal <u> 20 </u> points This proposal was at the upper end of the price range of all submittals. The hourly rate was also the highest of all submittals.	<u>10</u>
TOTALS	82

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-011-060 Pool of Appraisers- Taxation Molinari

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information <u> 5 </u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u> 25 </u> points Extensive qualifications and experience; However, has a lack of Commercial Designation.	22
C. <u>Relevance and Extent of Similar Engagements performed</u> <u> 25 </u> points Limited similar engagements noted and applicable.	23
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 25 </u> points Plan was detailed as to a plan to execute.	24
E. Reasonableness of Cost Proposal <u> 20 </u> points This proposal was at the low end of the price range of all submitters and was considered reasonable.	<u>18</u>
TOTALS	92

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-011-060 Pool of Appraisers- Taxation Todd & Black Inc

EVALUATION FACTORS	
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____5_____ points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> _____25_____ points Extensive qualifications and experience including Assessor.	24
C. <u>Relevance and Extent of Similar Engagements performed</u> _____25_____ points Many similar engagements noted and applicable.	25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> _____25_____ points Plan was detailed as to a plan to execute.	24
E. Reasonableness of Cost Proposal _____20_____ points This proposal was at the low end of the price range of all submitters and was considered reasonable.	<u>18</u>
TOTALS	96

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-011-060 Pool of Appraisers- Taxation Appraisal Systems, Inc.

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____ 5 _____ points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> _____ 25 _____ points Extensive qualifications and experience ; however, lack of designations for the appraisal staff.	20
C. <u>Relevance and Extent of Similar Engagements performed</u> _____ 25 _____ points Many similar engagements noted and applicable.	25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> _____ 25 _____ points Plan was detailed as to a plan to execute.	24
E. Reasonableness of Cost Proposal _____ 20 _____ points This proposal was at the low end of the price range of all submitters and was considered reasonable.	<u>18</u>
TOTALS	92

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-011-060 Pool of Appraisers- Taxation Steven W. Bartelt

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A. Proposal contains all required checklist information _____5_____ points All required documentation submitted.		5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> _____25_____ points Extensive qualifications and experience. Notably mostly very local to our area.		24
C. <u>Relevance and Extent of Similar Engagements performed</u> _____25_____ points Limited similar engagements noted and applicable.		23
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> _____25_____ points Plan was detailed as to a plan to execute.		24
E. Reasonableness of Cost Proposal _____20_____ points This proposal was mid of the price range of all submitters and was considered reasonable. The proposer appears to have excluded cost estimates for office properties.		<u>16</u>
TOTALS		92

A7

**RESOLUTION APPROVING PREPARATION OF CONDO DEEDS FOR THE
PARKING GARAGE AND JUSTICE COMPLEX LISTED UNDER BLOCK 121, LOT 1,
FORMERLY KNOWN AS BLOCK 121, LOTS 1, 2, 3, 8, 9, 10, 10.04, 10.05, 14.15, 16, 17,
18, 19, 21.01, 22, 23 AND 25**

WHEREAS, the courthouse complex and parking garage located along Hunter Street in the City of Woodbury have been consolidated into one lot and block number; and

WHEREAS, in accordance with N.J.S.A. 54:4-3.3 there is an exemption of public property from taxation; and

WHEREAS, an issue has arisen as to the taxable status of the commercial rental units within the parking garage; and

WHEREAS, there are presently three potentially leased units in the parking garage, one of which is leased to a commercial company, the other is vacant and the third is leased to state offices, which has been designated as public use; and

WHEREAS, to fully meet the exemption requirements of N.J.S.A. 54:4-3.3, after meetings and discussions with the City of Woodbury, the units including the parking garage, justice complex and the rented units will be deeded out as condominiums.

NOW THEREFORE, BE IT RESOLVED, by the County of Gloucester that to fully meet the exemption requirements of N.J.S.A. 54:4-3.3, the units including the parking garage, justice complex and the rented units shall be deeded out as condominiums; and

BE IT FURTHER RESOLVED, the Freeholder Director and Clerk of the Board or their designees are hereby authorized to execute documents, deeds and any other documents to effectuate the tax exempt status of the justice complex and the parking garage.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on December 21, 2011, in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A8

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF DECEMBER, 2011**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending December 19, 2011; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending December 19, 2011.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending December 19, 2011, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending December 19, 2011, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 21, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**

A9

**RESOLUTION SETTING FORTH DATE, TIME, AND LOCATION FOR
THE ANNUAL REORGANIZATION MEETING ON JANUARY 6, 2012
AT 6:00 PM, IN THE CEREMONIAL COURTROOM**

WHEREAS, New Jersey Statute mandates that the Board of Chosen Freeholders conduct an annual reorganization meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester does hereby set and establish January 6, 2012, at 6:00 PM, in the Ceremonial Courtroom (Courtroom #201), in the Old Courthouse, located at 1 North Broad Street, Woodbury, New Jersey as the date, time and place of the 2012 Annual Reorganization.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held at Woodbury, New Jersey on December 21, 2011.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

31

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH
GLOUCESTER COUNTY COLLEGE TO PROVIDE A WORKPLACE LITERACY
ALTERNATIVE WORK EXPERIENCE (AWEP) PROGRAM DECEMBER 1, 2011
THROUGH NOVEMBER 30, 2012 FOR A MAXIMUM CONTRACT AMOUNT OF
\$200,000**

WHEREAS, the Gloucester County College, provides adult literacy/GED services to the residents of the county; and

WHEREAS, the County of Gloucester recognizes the need to enter into an agreement with Gloucester County College in order to continue and expand these services; and

WHEREAS, the term of this Agreement shall be for a one year period effective December 1, 2011 and ending November 30, 2012, for a minimum of Zero and a Maximum contract amount of \$200,000; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, to enter into agreements for the provision of shared services; and

WHEREAS, The amount of \$200,000 shall be charged against budget line item # G-02-11-084-170-21228 (WFNJ).

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board or designee are hereby authorized to execute a Shared Services Agreement between the County of Gloucester and the Gloucester County College (GCC) to effectuate the hereinabove purposes, for a minimum contract amount of Zero and a maximum contract amount of \$200,000 for the period commencing December 1, 2011 and concluding November 30, 2012.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 21, 2011 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B1

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

**GLOUCESTER COUNTY COLLEGE
AS THE OPERATING AGENCY OF
THE WORK FIRST NEW JERSEY
ADULT LITERACY**

ALTERNATIVE WORK EXPERIENCE PROGRAM (AWEP)

Dated:

December 1, 2011

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated _____, 2011, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey (referred to as "County") and the **GLOUCESTER COUNTY COLLEGE** (referred to as "Local Unit"); and

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at One N. Broad Street, Woodbury, NJ 08096;
2. The Gloucester County College ("Local Unit") is a corporation of the State of New Jersey with office located at 1500 Tanyard Road, Sewell, New Jersey, 08312;
3. The County through the Department of Economic Development – Workforce Investment Board is aware of the need to serve eligible Work First New Jersey adults with low literacy; adult basic educational needs or require a New Jersey High School Diploma (GED);
4. The Local Unit has the capability of serving as the Operating Agency of the Work First New Jersey Adult Literacy Alternative Work Experience Program (AWEP) facility at the Gloucester County College to pay Local Unit for expenditures related to the development and implementation of said Alternative Work Experience Program.
5. N.J.S.A. 40A:65-1 et seq., provides a mechanism through which counties and municipalities may enter into an agreement for the provision of shared services;

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Local Unit do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The Project for purposes of this Agreement shall consist of the provision of services at the Gloucester County College for adult literacy Alternative Work Experience Program (AWEP) services within the County of Gloucester.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. Serve as the Operating Agency of the Work First Adult Literacy Alternative Work Experience Program (AWEP) located at Gloucester County College.
2. Comply with all requirements, terms, and conditions as set forth in Attachments A through D annexed hereto.

3. Meet the minimum expected performance outcomes as described in **Attachment D, Article 4**, performance criteria, and reports 4.1-4.7 annexed hereto.
4. Meet the expected level of service of 95 adults who will be part of the Work First New Jersey-AWEP.

C. PAYMENT.

County agrees to compensate the Local Unit in the amount not to exceed **\$200,000** for continuation of the workplace literacy programs to assist adults to obtain basic education, pre-employment and New Jersey High School Diploma. The Local Unit must submit monthly expenditures by the 10th of each month. Said expenditures shall be accompanied by **Attachment C**. Present and future funding is contingent upon funding availability from NJ/US Department of Labor, and Local Unit meeting the minimum expected performance outcomes.

D. DURATION OF AGREEMENT.

This Agreement shall be effective for the period commencing December 1, 2011 and terminating November 30, 2012. This agreement may be extended an additional two (2) years at the option of the County.

Upon 30 days written notice, either party may terminate this agreement without cause. The Local Unit shall be entitled to compensation for all work performed prior to such termination.

E. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the County to the Local Unit, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

Neither County nor any Local Unit intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations of the County pursuant to the Agreement.

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

F. INDEMNIFICATION OF COUNTY.

(a) During the Term of this Shared Services Agreement, the Local Unit shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and the Local Unit shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by County in connection with the work described in this Agreement. The Local Unit shall be responsible for the performance of these promises to indemnify and defend only with regard to claims asserted in connection with the performance of services by the County for the Local Unit.

(b) The Local Unit at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Local Unit and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

(c) The County and Local Unit agree as follows:

- (i) The County shall give an authorized Local Unit representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Local Unit shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action;
- (ii) The County shall not, without the prior written consent of the Local Unit, adjust, settle or compromise any such claim, suit or action with respect to the Project, and the Local Unit shall not, without the prior written consent of the County, adjust, settle or compromise any such claim, suit or action with respect to the Project; and

G. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations, and other governmental requirements, which may be applicable to the performance of the services, described in this Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules, and regulations concerning the conduct of such soliciting, interviewing, and related services concerning consideration of employees for hire.

H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

- I. NO PERSONAL LIABILITY.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

J. MISCELLANEOUS.

1. Amendment. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. Successors and Assigns. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

K. **EFFECTIVE DATE.** This Agreement shall be effective as of **December 1, 2011**, which shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GLOUCESTER COUNTY COLLEGE

By: **FREDERICK KEATING**
Title: **Interim President**

STATEMENT OF WORK

- A. Gloucester County College agrees to provide for 95 or more eligible Work First New Jersey (WFNJ-TANF, General Assistance (GA) and Supplemental Nutrition Assistance Program (SNAP) recipients a combined job skill development, life skills and Adult Literacy/ABE and GED program that leads to a diploma or permanent employment for participants who reside in Gloucester County New Jersey. The referral to Gloucester County College or Thorofare One-Stop will be supplied by the "To-Work" Case Managers at the One-Stop.
- Gloucester County College agrees to provide said services effective December 1, 2011 until November 30, 2012 for the amount not to exceed \$200,000 (**Attachment B** for Program Budget).
- B. Gloucester County College agrees to hold the County harmless for any injuries suffered by residents while under the supervision and/or care of Gloucester County College. The County will be held harmless as pertains to legal fees and the costs of suit. Gloucester County College agrees to provide proof of insurance coverage in the amounts satisfactory to the County. The County hereby agrees to be bound by all rules and regulations now in effect with the College and likewise the College hereby agree to be bound by all rules and regulations now in effect or hereinafter promulgated by the State of New Jersey.
- C. Program Participants will spend a maximum of 36 weeks for 35 hours per week in a combined ABE/GED Literacy (education) and the Alternative Work Experience Program (AWEP) together with life skills and/or pre-vocational training that includes but is not limited to general office practices and the health care field.
- D. As this is a Cost Reimbursement Agreement, all reporting/corresponding documentation must be submitted to the Department of Economic Development, Workforce Investment Board **by the 10th day of each month for reimbursement. (See attachments)**

Client/Work Flow**Work First Customers**

- Initial TABE will be conducted at the One-Stop Career Center – ESL testing with Best Plus will be conducted at Gloucester County College
- One-Stop Career Center Case Manager contacts GCC to schedule TANF/GA/Food Stamps only customer for a Wednesday (ESL) or Thursday interview after taking TABE.
- GCC staff interviews customer, creates prescription and forwards all information to the appropriate Case Manager at the Thorofare One-Stop Career Center.
- Customer begins program the Monday after the prescription interview.

- Post TABE testing will be conducted after every 100 hours of participation or at the discretion of the GCC Site Coordinator. The customer's results will be forwarded to both MIS and Case Manager.

Reporting and Monitoring requirements:

- E-Time sheets will be done on a weekly basis by GCC staff. GCC Staff will Contact GCOSCS Case Manager when customer has two unexcused absences.
- Paper work such as LOS report must go to MIS at One-Stop as well as the 100-hour TABE scores.
- All Customer information must be sent to the appropriate Case Manager.

Extensions

- GCC Staff is to contact customer's Case Manager for approval. (This will trigger OMEGA data entry by OSC Case Manager).
- GCC Staff is to contact MIS via monthly service report with indication of extension.

TIMES AND LOCATIONS OF PROGRAM OPERATION

Site Location	Day or Evening	Program	Time	Days	Hrs. Per Week	Weeks Per Year
Gloucester County College	Day	ABE (TANF ABE)	8:30 am - 4:00 pm	Mon – Friday	35	51
Gloucester County College	Day	GED (TANF)	8:30 am - 4:00 pm	Mon – Friday	35	51
Gloucester County College	Day	ESL (TANF)	9 am - 2:30 pm	Mon – Thurs	20	51
GCIT	Evening	ABE	6:00 - 9:00 pm	Tues – Thurs	9	36
GCIT	Evening	GED	6:00 - 9:00 pm	Tues – Thurs	9	36
GCIT	Evening	ESL	6:00 - 9:00 pm	Tues – Thurs	9	36
St. Matthews	Day	ABE/GED	9 am – 2:30 pm	Mon – Thurs	20	51
Thorofare	Day	ABE/GED (WFNJ – AWEF)	8:30 am - 4:00 pm	Mon – Friday	35	51
Gloucester County Correctional Facility- Woodbury	Day	ABE/GED	1:30-4:30 pm	Tues & Thurs	6	51
Gloucester County Correctional Facility- Clarksboro	Day	ABE/GED	8:30 – 11:30 am	Mon & Wed	6	51
Glassboro High School	Evening	ESL	6:00 – 9:00 pm	Tues & Thurs	6	28
Williamstown Middle School	Evening	ESL	6:00 – 9:00 pm	Tues & Thurs Or Mon/Wed	6	28

TANF – 12/1/2011 thru 11/30/2012
\$200,000

Category	Breakdown	Budget
Head Teacher		
Brigette Satchell 20% of salary	30 wks. X 35 hrs./wk. X 41.30/hr. X 20% 12/1/11-6/30/12	8,673.00
	22 wks. X 35 hrs./wk. X 42.23/hr. X 20% 7/1/12-11/30/12	<u>6,503.42</u>
		15,176.42
Full-time Instructor		
Barbara Walker - 7/1/12 - 11/30/12	22 wks X 35 hrs/wk X 25.80	19,866.00
Part-time Instructors		
Burger, Michele	(50 wks X 29 hrs/wk X 24.36 /hr)	35,322.00
Sharadora Leslie Sisco	(50 wks X 29 hrs/wk X 24.36 /hr)	35,322.00
Nancy Nolan	(50 wks X 10 hrs/wk X 24.36 /hr)	12,180.00
Joan Kirshner	(50 wks X 10 hrs/wk X 24.36 /hr)	12,180.00
Spencer, Joseph	(50 wks X 5 hrs/wk X 24.36 /hr)	6,090.00
New Instructor	(50 wks X 7 hrs/wk X 35.00 /hr)	<u>12,250.00</u>
Total Salaries		148,386.42
Fringe		
Fica	7.65% of Total Salaries	11,351.56
Worker's Comp	0.285% of Total Salaries	422.90
TIAA	8% of Head Teacher Salary	1,214.11
Health Benefits - Head Teacher 20%	(1547.46 X 1)+(1738.53 X 11) X 20%	4,134.26
Health Benefits - Full-time Instructor	(1284.69 X 1)+(1282.98 X 11)	15,397.47
Dental - Head Teacher 20%	83.27 X 12 X 20%	199.85
Dental - Full-time Instructor	83.27*12	<u>999.24</u>
Total Fringe		33,719.39
Total Salaries and Fringe		<u>182,105.81</u>
Equipment and Supplies		
Computers		6,600.00
Educational Supplies		5,444.19

Office Supplies	1,000.00
Software	<u>3,000.00</u>
Total Equipment and Supplies	16,044.19
Other Costs	
Travel	700.00
GED Testing fees for students	650.00
Professional Development	<u>500.00</u>
Total Other Costs	1,850.00
Total Costs	<u>200,000.00</u>

GLOUCESTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

Sub-Grantee Monthly Report

Sub-Grantee: _____ Report for Month Ending _____
 _____ Period of Agreement _____
 Agreement No: _____ Type of Report: Interim _____ Final _____

Cumulative Funds rec'd \$ _____ Clients Served to date _____
 Adjustments \$ _____ Clients Served this month _____
 Total \$ _____ Cumulative Served _____

<u>Expenditures</u>	<u>Approved Budget</u>	<u>Expenditures This Month</u>	<u>Cumulative Expend To Date</u>	<u>Balance</u>
<u>PROGRAM COSTS</u>				
Salaries	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____	\$ _____	\$ _____
Equip & Supplies	\$ _____	\$ _____	\$ _____	\$ _____
Operating Exp.	\$ _____	\$ _____	\$ _____	\$ _____
Other Costs	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

Name of Teacher _____

Site _____

Each of the items below deals with a characteristic of instructors, which students feel to be important. Indicate your rating of your instructor by circling the appropriate number on the scale. The exact point at which you rate is less important than the general impression. Write in after the question any additional comments that you wish to make. Give examples wherever possible. (Circle your choice.)

1. Is she/he actively helping when students have difficulty?

1 2 3 4 5
Not helpful Actively helpful
Example or comments:

6. Is his/her speech adequate for teaching?

1 2 3 4 5
Unintelligible Good
Example or comments: (Volume, Tone, Enunciation, Rate, Vocabulary, etc.)

2. Does he/she appear sensitive to students feelings or problems?

1 2 3 4 5
Unaware Responsive
Example or comments:

7. Does she/he respect students?

1 2 3 4 5
Does not respect Respects
Example or comments:

3. Is she/he flexible?

1 2 3 4 5
Rigid Flexible
Example or Comments:

8. Does he/she actively involve students directly in the teaching/learning process?

1 2 3 4 5
Never Frequently
Example or comments:

4. Does he/she make students feel free to ask questions, disagree, express their ideas, etc?

1 2 3 4 5
Unfair Fair
Example or comments:

9. Does she/he appear to be enthusiastic about the subject?

1 2 3 4 5
Unenthusiastic Enthusiastic
Example or comments

5. Is she/he fair and impartial in her/his dealings with the students?

1 2 3 4 5
Unfair Fair
Example or comments:

10. Does he/she use enough examples or illustrations to clarify the material?

1 2 3 4 5
None Many
Example or comments:

11. Does the instruction in this program develop
In an organized fashion?

1 2 3 4 5
Disorganized Well Organized
Example or comments:

13. Are his/her classes interesting?

1 2 3 4 5
Dull Stimulating
Example or comments:

14. Does he/she stimulate thinking?

1 2 3 4 5
Dull Stimulating
Example or comments:

15. Considering everything, how would
you rate this teacher?

1 2 3 4 5
Poor Excellent
Example or comments:

Characteristics of the Program

1. Are the objectives of the program clear?

1 2 3 4 5
Unclear
Example or Comments:

4. How would you rate the contributions
of the textbooks to the program?

1 2 3 4 5
Clear Poor Excellent
Example or comments:

2. Is the amount of work received appropriate
for your expectations?

1 2 3 4 5
Too much Too little
Example or comments:

5. Considering all of the above qualities
which are applicable (including others
that you added), how would you rate this
course?

1 2 3 4 5
Poor Excellent
If you have any additional comments to
make about the course or the teacher, please
make them at the bottom of this page.

3. Are the daily evaluation procedures fair?

1 2 3 4 5
Unfair Fair
Example or comments:

6. Are the assessment tests used for
placement fair?

1 2 3 4 5
Unfair Fair
Example or comments:

ARTICLE 4 – PERFORMANCE CRITERIA AND REPORTS

- 4.1 The Contractor will be bound to a performance Accountability system which will include but not limited to the following standards for participants who are age 16 and up:
1. Basic Skills: At least 75% of the customers will successfully gain two grade levels per 100 hours of instruction or predetermined goal and demonstrate mastery of an array of competencies that will allow them to enter pre-selected vocational training or post-secondary education.
 2. GED: at least 80 % of the GED students will achieve mastery of skills that will allow them to sit for the GED exam. At least 75% of this population will obtain their GED.
 3. Computer Literacy: 70% of the customers will successfully demonstrate that they can operate a computer at set competencies established by the provider.
 4. Grade Level: 90% will advance one grade level per 100 hours of instruction
 5. Employment: 80% of adults not employed at the time of enrollment (except for TANF) will obtain unsubsidized employment within the first quarter of exiting program.
 6. Math Skills: 70% of the customers will be able to demonstrate through a written exam, that they know basic math skills – adding, subtracting, multiplication, and division (whole numbers, fractions, decimals, and percentages as it relates to individual's occupational goal).
- 4.2 The levels of performance will be adjusted based on State and WIB identified indicators, which will be expressed in an objective, quantifiable and measurable form pursuant to Section 136 of the Act.
- 4.3 Additional performance indicators will consist of customer satisfaction of participants with services received from the activities authorized for Literacy Services. Customer satisfaction may be measured by the WIB through surveys conducted after the conclusion of the participation of customers in the approved activity(ies).
- 4.4 The State of New Jersey may impose additional performance indicators and the levels of performance as appropriate to those indicators. Such additional performance criteria will become a part of the local area, subsequent to the execution of this agreement.
- 4.5 The Contractor shall provide any and all reports required of it under the Workforce Investment Act and accompanying regulations, the Department of Labor and Workforce Development, the Governor of the State of New Jersey or his designees, the County of Gloucester or the Gloucester County Workforce Investment Board, provided that reports requested by the County or Workforce Investment Board shall be required only as reasonably necessary to carry out their responsibilities under the Act, regulations and government directive thereunder.
- 4.6 The Contractor shall be responsible for the submission of performance reports relative to adult participation.
- 4.7 The Contractor shall, at the onset of the program provide evaluation of the Participants math and reading skill levels, unless other arrangements have been made with the County for participant testing and assessments.

ARTICLE 5 – RECORDS

- 5.1 **Retention of records** – All records pertinent to this Contract, including financial, statistical, property and participant, and supporting documentation, shall be retained for a period three (3) years from the date of final payment of this Contract or until all audits are complete and findings on all claims have been finally resolved. If the Contractor is unable to retain the necessary WIA participant and financial records, the Contractor shall transfer such records to the Grantor. Such records shall be transmitted to the Grantor for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage.
- 5.2 The aforementioned records will be retained beyond the three-year period if any litigation, audit or claim has not been finally resolved. The Contractor agrees to insure that Sub-recipients retain records in accordance with these requirements. In the event of the termination of the relationship between the county and the Contractor, the Grantor shall be responsible for the maintenance and retention of the records of any Contractor unable to retain them.
- 5.3 Records shall be kept safe from fire, theft, and water damage and shall be identified.
- 5.4 All individuals, employees, and participants paid with funds under this contract must have inclusive time and attendance records for each hour or day of work or training. The Contractor must allocate time among the salaried categories in accordance with actual work time spent in a specific activity. These records must be maintained as required in Sections 5.1, 5.2, and 5.3 above.
- 5.5 Records shall be made available to the public upon request except in cases wherein the records would constitute a clearly unwarranted invasion of personal privacy, or trade secrets or commercial or financial information that is obtained from a person and privileged or confidential. The Contractor may charge fees sufficient to recover costs applicable to the processing of requests for records under this paragraph.

ARTICLE 6 – AUDIT RIGHTS CLAUSE

- 6.1 **Audits and Inspections** – At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, or Auditor General of the State of New Jersey may deem necessary, the Contractor shall make available to the County, or its agents for examination, all of its records with respect to all matters covered by this Agreement. The Auditor General of the State of New Jersey, Grantor, and U.S. Comptroller General shall have the authority to audit, examine and make excerpts of transcripts from records or personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- 6.2 The County of Gloucester, as Grantor and Administrative Entity through its authorized representative, has the right, at all reasonable times, to make site visits to review accomplishments and management control systems and to provide such technical assistance as may be required. If the County of Gloucester makes any site visit on the premises of the Contractor under this Contract, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.
- 6.3 The Contractor agrees to fully cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor, the U.S. Department of Labor, of their designees and authorized agents. The Contractor also agrees to insure that their Sub-recipients, including work-site, fully cooperate with the agencies performing site inspections in accordance with Article 6.

- 6.4 The Contractor will develop and maintain a system for debt collection, which will insure that the County can recover costs, which are found by audit to be disallowed costs or recover costs, which have been found to be misspent. A written description of the debt collection system will be available for review by Department representatives.
- 6.5 The Contractor agrees to have an audit conducted, which meets the requirements of Federal OMB Circular A-133, "Uniform Administrative Requirements for Grants, and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations." All such audits will be performed on an organization-wide basis. A copy of the Contractor's most recent audit must be submitted to the Gloucester County Division of Workforce Development prior to the commencement of program activities. Failure to adhere to this submission may result in nonpayment of funds as designated in this contract.

ARTICLE 7 – BONDING AND INSURANCE

- 7.1 The Contractor will ensure that it complies with applicable State statutes and WIA regulations regarding Motor Vehicle Insurance.
- 7.2 The Contractor will ensure that employees are provided with Workers Compensation insurance in accordance with applicable State statutes with WIA regulations.
- 7.3 The Contractor must have a fidelity bond applicable to its officers and its employees with access to, and responsibility for, fund control and disbursements. The surety bond shall be acceptable to the County and issued by a recognized Surety Company licensed in the State of New Jersey. The policy must cover losses due to theft or fraud.
- 7.4 The Contractor must provide Worker's Compensation for participants enrolled in subsidized employment activities. Provisions are to be made to cover the medical treatment of any participant injured at any work or classroom activity or training site. Insurance shall be in accordance with 20 CFR 629.22 and 629.33. Provisions must be made for automobile insurance coverage on all Contractor owned, leased or contracted vehicles, and for staff owned vehicles used on the job which participants or staff persons paid under the terms of this contract drive or are driven.

ARTICLE 8 – CLAUSE AFFECTING, MODIFICATIONS, AGREEMENTS OR CHANGES

- 8.1 This agreement constitutes the entire contract between the parties hereto. No representation, modification, or amendment hereto, whether oral or written, shall be effective unless it is in writing and signed by the parties.
- 8.2 Notwithstanding Article 8.1, the County may unilaterally modify this agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable, federal, state, or local laws, regulations, rules or policies.

ARTICLE 9 – NON-DISCRIMINATION, EQUAL OPPORTUNITY & AFFIRMATIVE ACTION

- 9.1 The Contractor shall ensure against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964.

- 9.2 The Contractor agrees to abide by Executive Order 11246 which prohibits job discrimination by employers holding federal contract or subcontract on the basis of race, color, religion, sex or national origin and to abide by Section 188 of the Act which provides that no person shall, on the basis of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, denied the benefits of, be subjected to discrimination under or denied employment in the administration of, or in connection with, any program or activity funded under the Act.
- 9.3 With respect to terms and conditions affecting or rights provided to individuals who are Participants in activities supported by funds provided under the Act, such individuals shall not be discriminated against solely because of their status as a Participant.
- 9.4 WIA further required that any such program or activity be open to participation by citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other individuals authorized by the Attorney General to work in the United States.

ARTICLE 10 – GRIEVANCE AND HEARING PROCEDURES

- 10.1 Each contractor shall comply with the Non-Criminal Complaint/Grievance Procedures as set forth in NJAC 12:41-1.
- 10.2 The Contractor shall utilize the County Participant Grievance Procedure. Such procedure shall be made available upon enrollment to WIA program participants.

NON-DISCRIMINATION ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1988 (WIA), which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant recipient also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipients operation of the WIA

Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- 10.3 Any persons who believes that they or any specific class of individuals has been or is being subjected to discrimination prohibited by the nondiscrimination and equal opportunity provisions of the Act of under 29 CFR Part 37, may file a written complaint with the local EO Officer.
- 10.4 The complaint may be filed either with the County or the Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, US Department of Labor. These complaints must be filed within 180 days from the date of the alleged act. The Directorate, with good cause shown, may extend the filing time.

ARTICLE 11 – POLITICAL/SECTARIAN ACTIVITIES

- 11.1 No activities under this agreement may involve political activity.
- 11.2 Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for religious worship, except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to the participant.

ARTICLE 12 – CONFLICT OF INTEREST CLAUSE

- 12.1 **Standard of Conduct** – The Contractor hereby agrees that in administering this contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.
- 12.2 **General Assurance** – Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- 12.3 **Conducting Business Involving Relatives** – No relative by blood, adoption or marriage, of the Contractor shall receive training under this contract.
- 12.4 **Conduct Business Involving Close Personal Friends and Associates** – Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
- 12.5 **Avoidance of Conflict of Economic Interest** – An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials,

ARTICLE 13 – ACCOUNTING SYSTEM

- 13.1 The Contractor will maintain all accounting systems and internal controls necessary to meet applicable standards established by the American Institute of Certified Public Accountants and which will allow for the preparation of all required Fiscal Reports.
- 13.2 The Contractor will maintain records that adequately identify the source and application of funds for activities supported by this agreement.
- 13.3 The Contractor will maintain an effective control over accountability for funds, property, and other assets under this agreement and will adequately safeguard such assets and ensure that they are used solely for authorized purposes.
- 13.4 The Contractor, in administering programs under the contract, agrees to maintain a financial management/accounting system which, at a minimum, provides for the following:
- 13.4.1 The control of cash and other resources that the obligation and expenditure of funds and use of property are in conformance with the requirements of the Act and Federal regulations, State regulations, the Wagner-Peyser Act and accompanying regulations and with State requirements and policies.
- 13.4.2 Maintenance of accurate, current and complete financial information to meet the prescribed requirements for financial reporting.
- 13.4.3 Maintaining accounting records and documentation to support and identify the expenditure of program funds and insure that such funds can be traced to a level of expenditure adequate to demonstrate that funds have been spent lawfully. All disbursements are to be supported by evidence and approval of goods and services purchased.
- 13.4.4 To provide adequate safeguards for cash and other assets.
- 13.4.5 Maintain controls and procedures to ensure that the opportunity for unauthorized, fraudulent, or otherwise irregular acts are minimized.
- 13.4.6 Have an adequate system of authorization, record keeping, and transaction coding procedures for all expenditures.
- 13.4.7 Have a financial system to provide reliable data for decision making and performance assessment.
- 13.4.8 Procedures and accounts to identify receipt and expenditure of program funds separately for each grant received by the Grant Recipient.
- 13.4.9 Accurate procedures, records, and documentation to support payroll and fringe benefit charges, and all other purchases including acceptable documentation of hours worked for staff dividing their time among WIA activities and non-WIA activities.
- 13.4.10 Controls to prevent the expenditure of funds in excess of approved, budgeted amounts and procedures to halt any such excess or impending excess.

ARTICLE 14 -- COUNTY RESPONSIBILITIES

- 14.1 The County will furnish reproducible masters of all standard forms required by the County.
- 14.2 The County will manage all WIA and WFNJ agreements and modifications with the State of New Jersey. Such management will include developing plans, participating in Department of Labor or State assessments and audits, negotiating questioned costs, interpreting rules, regulations and policy, requesting technical assistance, and providing access to training opportunities.
- 14.3.1 The County will assure that the Contractor has access to staff to answer questions, and/or for assistance in resolving problems in policy formulation or interpretation.
- 14.3.2 The County will provide technical assistance to the Contractor through the staff of the WIB.

ARTICLE 15 – HOLD HARMLESS

- 15.1 It is understood that the County is under no obligation to provide or refer any number of participants to the Contractor.
- 15.2 The Contractor assumes liability for its actions and the actions of its agents under this agreement. If the Federal Government, the State of New Jersey, or the County of Gloucester demands repayment of the funds from the Contractor as a result of Contractor violations of WIA rules and regulations or contract provisions, the Contractor agrees to repay the County the amount of funds directly related to the violation, including the cost of recovery.
- 15.3.1 In the event that a grievance, lawsuit, or other claim filed against the Contractor by a participant, sub-recipient, or other person results in an obligation to pay back wages or other financial consideration, the Contractor is solely responsible for such payments. The Contractor agrees to indemnify, defend and hold the County Harmless from any such claims, grievances, or lawsuits and to reimburse the County for any costs of defense, including attorney's fees.

ARTICLE 16 – SUSPENSION & TERMINATION

- 16.1 When a Contractor has failed to comply with the terms, conditions or standards of the contract the County of Gloucester may, on reasonable notice to the Contractor, suspend the contract, and withhold any further payments, or prohibit the Contractor from incurring additional obligations of WIA funds, pending corrective action by the Contractor or a decision to terminate in accordance with paragraph 17.2.1, 17.2.2, and 17.2.3 below. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with the provisions of this agreement.

Such provisions for termination or suspension will include the inability of the Contractor to fulfill contract compliance due to foreclosure, bankruptcy, relocation, school closure regardless of cause, or any act by the Contractor that prohibits WIA participants to continue the course of study as determined under this agreement.

- 16.2.1 This contract grant may be terminated for cause or convenience.

16.2.1 Termination for cause – The County of Gloucester may terminate this contract in whole, or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the conditions of the contract. The County of Gloucester shall promptly notify the Contractor in writing of the determination and the reasons for the termination, together with the effective date and the appeal process. Payments made to the Contractor or recoveries by the County of

Gloucester under contract terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

- 16.2.2 Termination for convenience – The County of Gloucester or Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with provisions of this agreement and the County and the Contractor shall enter into negotiations for payment to cover the cost of phasing out the program in an orderly fashion as possible.

ARTICLE 17 – RIGHT IN DATA AND INTELLECTUAL PROPERTY

- 17.1.4 “Limited rights data,” as used in this Article, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modification thereof.
- 17.1.5 “Restricted computer software,” as used in this Article, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.
- 17.1.6 “Restricted rights,” as used in this Article, means the rights of the Contracting Agency in restricted computer software, as may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.
- 17.1.7 “Technical data,” as used in this Article, means that data, (other than computer software) which are of a scientific or technical nature.

17.2 Allocations of Rights:

- 17.2.1 Except as provided in 18.3 of this Article regarding copyright, the County shall have the unlimited right in:

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph 18.5 of this Article.

17.2.2 The Contractor shall have the right to:

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract unless provided otherwise in paragraph 18.4 of this article;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph 18.5 of this Article;

- (iii) Substantiate use of , add, or correct limited right, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs 18.5 and 18.6 of this Article; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph 18.3.1 of this Article.

17.3 Copyright:

- 17.3.1 Data first produced in the performance of this contract. Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C 401 or 4102 and acknowledgment of the County sponsorship (including contract number) to the data when such data are delivered to the County, as well as then the data are published or deposited for registration as a published work in the U.S. Copyright office. For data other than computer software, the Contractor grants to the County and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County. For computer software, the Contractor grants to the County and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the County.
- 17.3.2 Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the County, or acquires on its behalf, a license of the same scope as set forth in paragraph 18.3.1 of this Article; PROVIDED, however, that if such data are computer software the County shall acquire a copyright license as may be provided in a collateral agreement incorporated in or made part of this contract.
- 17.3.3 Removal of copyright notices. The County agrees not to remove any copyright notices placed on data pursuant to this Article, and to include such notices on all reproductions of the data.

17.4 Release, Publication, and Use of Data:

- 17.4.2 The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this Article or expressly set forth in this contract.
- 17.4.3 The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract, which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the County.

17.5 Protection of Limited Rights Data and Restricted Computer Software

17.5.1 When data other than that listed in paragraph 18.2 of this Article above is specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the County under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that re formatted as a computer database for delivery to the County are to be treated as limited rights data and not restricted computer software.

17.6 Subcontracting: The Contractor has the responsibility to obtain from its Contractors all data and rights therein necessary to fulfill the Subcontract's obligations to the County under this contract. If a Contractor refused to accept terms affording the County such rights, the Contractor shall promptly bring such refusal to the attention of the County and not proceed with subcontract award without further authorization.

17.7 Patent Indemnity:

17.7.1 The Contractor shall indemnify the County and its officers, agents, and employees against liability, including costs, for infringement of any United State patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy order under 35 U.S.C 181 arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the County of such supplies or construction work.

17.7.2 This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the County of the suit or action alleging such infringement and shall have be given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the County directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) and infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a clamed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

17.8 Patent Rights:

17.8.1 **Allocation of principal rights:** The Contractor may retain the entire right, title, and interest throughout the world to each subject invention to the provisions of this Article and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the County shall have a nonexclusive nontransferable, irrevocable, paid-up license to practice to have practiced the subject invention through the world.

17.8.2 **Conditions when the County may obtain title:** The Contractor will convey to the County, upon written request, title to any subject invention (1) If the Contractor fails to disclose to the County or elect title to the subject invention within two months of disclosing it in writing to Contractor personnel responsible for patent matters, or elects not to retain title; provided, that the County may only request title within 60 days after learning of the failure to the Contractor to disclose or elect within the specified times.

17.8.3 **Minimum rights to Contractor and protection of the Contractor right to file:** (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the County obtains title, except if the Contractor fails to disclose the invention within the times specified in this Article. The license is transferable only with the approval of the County, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

17.9 Notice and Assistance Regarding Patent and Copyright Infringement:

17.9.1 The Contractor shall report to the County, promptly and in reasonable written detail, each notice or claim or copyright infringement based on the performance of this contract which the Contractor has knowledge.

17.9.2 In the event of any claim or suit the County on account of any alleged patent or copyright infringement arising out the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the County, when requested by the County, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the County where the Contractor has agreed to indemnify the County.

17.9.3 The Contractor agrees to include, and require inclusion of, this Article in all subcontracts at any tier for supplies or services expected to exceed \$25,000.00.

ARTICLE 18 – CLOSEOUT PROCEDURES

18.1 Contract shall be closed out in accordance with the following procedures:

18.1.1 Upon request, the County of Gloucester shall make prompt payments to a Contractor for allowable charges under the contract being closed.

18.1.2 The Contractor shall immediately refund to the County of Gloucester any balance of unobligated (unencumbered) cash advanced to the Contractor that is not authorized to be retained by the Contractor for use on other contracts.

18.1.3 Within 45 days after completion of the contract, the Contractor shall submit all financial, performance and other reports required by the County of Gloucester to close out the contract. The County of Gloucester may approve extensions when requested in writing by the Contractor.

18.1.4 The Contractor shall account for any property acquired with contract funds, or received from the County of Gloucester in accordance with the provisions of Section 193 of the Act.

**ARTICLE 19 – ASSURANCES, CERTIFICATIONS &
GENERAL PROVISIONS**

19.1 The Contractor, in conducting all activities under the approved contract, assures and agrees that it will fully comply with all requirements of the following, including those assurances which may be promulgated during the inclusive period of **December 1, 2011 through November 30, 2012.**

19.1.1 The Workforce Investment Act inclusive of all Federal regulations pursuant to the Act, the Wagner-Peyser Act, and State regulations.

19.1.2 The Work First New Jersey program (WFNJ) and all State and Federal regulations for programs and services paid with funds provided by WFNJ.

19.1.3 State of New Jersey, Department of Labor and Workforce Development instructions, directives, and requirements issued pursuant to the Act, the Workforce Development Partnership Program, P.L. 1992.

19.1.4 This contract or approved modification.

19.1.5 The Contractor agrees that the WIA, the Wagner-Peyser Act, and WFNJ program provide employment and training opportunities to those who can benefit from and are most in need of such opportunities and shall make efforts to the Grantor, to provide equitable services among substantial segments of the eligible population, including serving geographic areas within the Workforce Area in an equitable manner.

19.1.6 The Contractor, in operating programs under the WIA, agrees that it will administer its program in full compliance with the safeguards of funds as set forth in the Act, Federal regulations, and State instructions issued pursuant to the WIA. Consistent with the **provisions of 20 CFR 627 (amended)**, all information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Commissioner of Labor and Secretary Labor for appropriate action. Incidents involved in Work First New Jersey funded activities will be reported to the Commissioner of Labor, State of New Jersey.

The Contractor agrees that it will conform to the provisions of all cooperative agreements growing out of compliance with the coordination criteria contained in the State Employment & Training Commission Five-Year Unified State Plan and that such agreements shall remain in force unless in writing by the parties to the agreement.

ARTICLE 20 – APPLICABILITY OF LEGAL REQUIREMENTS

20.1 The requirements, which apply to the Workforce Area Grant Recipient and Agent as set forth in the Act, Federal Regulations and Departmental Instructions apply to all Contractors, which receive funds under this contract.

ARTICLE 21 – SANCTIONS

21.1 The State of New Jersey and/or the County of Gloucester may impose sanctions and corrective actions for violations of the Act, Federal Regulations, State and local law or grant terms and conditions.

ARTICLE 22 – COMPLIANCE WITH STATE LAWS

22.1 The Contractor assures that they will fully comply with all State laws regarding child labor, wages, workplace standards and classroom safety and health, and all other applicable State laws.

ARTICLE 23 – COMPLIANCE WITH FEDERAL LAWS

Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

- 23.1 Sec. 306- Clean Air Act (42 USC 1857(h))
- 23.2 Sec. 508- Clean Water Act (33 USC 1368)
- 23.4 Environmental Protection Regs. 40CFR Part 15
- 23.4 Energy Policy and Conservation Act 89 Stat. 891

ARTICLE 24 – PROGRAM INCOME

24.1 A Contractor may retain any program income earned through services rendered under this contract only if such income is added to the funds committed to the contract for youth services under WIA. Such income may only be used for WIA purposed and under the terms and conditions applicable to the use of contract funds. If the Contractor cannot use such income for WIA purposes, the Contractor shall return the program income not sued to the County. The amount of program income earned by the Contractor must be reported to the County, whether retained or not.

GENERAL & ADMINISTRATIVE REGULATORY PROVISIONS

- Workforce Investment Act of 1998 (WIA and/or Act)
- Interim Final WIA Regulations, 20 CFR Part 664, published at 64 Fed. Reg. 18662, 18713 (April 15, 1999) and any amendments thereof
- Fair Labor Standards Act of 1938 (29 U.S.C. 203(m), as amended by the Minimum Wage Increase Act of 1996
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- United States Department of Labor (NJDOL) rules, regulations and directives, on WIA
- Work Opportunity Tax Credit Program
- Conscientious Employee Protection Act, N.J.S.A. 34:19 – 1, et seq.
- Social Security Act (47 U.S.C. 301), et seq.
- WIA Non Discrimination Section 188 and Regulations at 29 CFR Part 37
- Migrant and Seasonal Farm Workers, 20 CFR 653
- New Jersey Health and Safety Standards
- Wagner Peyser Act, Chapter 41 of Title 38
- Architectural Barrier Act of 1968
- Section 503 and 504 of the Rehabilitation Act of 1973, as amended
- Allowable Costs Provision under the WIA, 20 CFR Part 652, et seq.
- New Jersey Worker Compensation Act
- American with Disabilities Act of 1990
- Uniform Administrative Requirements for State and Local Governments (as amended by the Act) 29 CFR Part 97
- New Jersey Treasury Circular 98-07
- Single Audit Act, 29 VFR Part 96 (as amended by OMB Circular A-133)
- OMB Circular A-87 Cost Principles (as amended by the Act)
- Local Public Contract Law, NJSA 40A:11-1 et seq.
- Local Government Ethics, NJSA 40A:9-22.1
- Federal/New Jersey Conflict of Interest (and directives)

ASSURANCES AND CERTIFICATIONS

- SF 424B – Assurances for Non-construction Programs
- 29 CFW Part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulations) Certification Regarding Lobbying (and regulations) CFR Part 98
- Drug Free Workplace and Debarment and Suspensions (and regulations) 29 CFR Part 98
- Prohibition on Nepotism, WIA interim regulation sec. 667.200 (g)

GRIEVANCE & DISCRIMINATION COMPLAINT PROCEDURES
FOR WIA PARTICIPANTS
Equal Opportunity is the Law

DISCRIMINATION COMPLAINT PROCEDURE

The Gloucester County Division of Workforce Development is prohibited from discriminating on the grounds of race, color religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under the Workforce Investment Act (WIA) , in admission or access to , opportunity or treatment in, or employment in the administration of or in connection with, any WIA-funded program or activity. If you think that you have been subjected to discrimination under a WIA-funded activity, you may file a complaint within 180 days from the date of the alleged violation with the recipient's Equal Opportunity Officer (or the person designated for this purpose), or you may file a complaint directly with the Director, Directorate of Civil Rights (DCR), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. If you elect to file your complaint with the recipient, you must wait until the recipient issues a decision or until 60 days have passed, whichever is sooner, before filing with DCR (see address above). If the recipient has not provided you with a written decision within 60 days of the filing o the complaint, you need not wait for a decision to be issued, but may file a complaint with DCR within 30 days of the expiration of the 60-day period. If you are dissatisfied with the recipient's resolution of your complaint, you may file a complaint with DCR. Such complaint must be filed within 30 days of the date you received notice of the recipient's proposed resolution.

.....

GRIEVANCE COMPLAINT PROCEDURE

I. PHILOSOPHY

A prompt and objective review of participant dissatisfactions and an attempt to resolve them in an equitable manner are essential to productive and mutually beneficial relationships. Participants must have the opportunity to express their dissatisfaction and to have their views relating to training promptly and fully considered.

Within thirty (30) days of filing the grievance, a hearing will be held. The hearing procedure will include:

1. Written notice of the date, time, and place of the hearing, the manner in which it will be conducted, and the issues to be decided.
2. The opportunity for both parties to be represented by an attorney or other representative;
3. The opportunity to bring witnesses and documentary evidence. The educational institution shall cooperate in making available any persons under their control or employ, to testify, if such persons are requested to testify by the complainant, and to release requested documents, unless privacy laws or other laws intervene to take precedence. It shall also include:
 - a) The opportunity to question any witnesses or parties.
 - b) The right to an impartial hearing officer.
 - c) A verbatim or tape recording of the proceeding.
 - d) A written notice that the complainant is entitled to a hearing within 30 days of filing the grievance.

A final decision on the complaint shall be provided in writing to the complainant directly by the hearing officer within sixty (60) days of the filing of the complaint.

APPEAL PROCESS

A complainant has a right to an Administrative Review by the Commissioner of Labor if the decision is adverse or is not made within 60 days of the filing of the complaint.

A complainant must file the request for an Administrative Review with the Director of Employment and Training, Workforce New Jersey – Careers within 10 days of receiving the adverse decision or within 15 days of the date the decision should have been made by the Local Area (LA).

A complainant has the right to request a review by the Commissioner of Labor and by the Secretary of State if the State does not render a decision within sixty (60) days of the filing of the complaint/grievance. A federal review is confined to allegations of violation of law under the WIA.

Each request should be submitted to:

New Jersey Department of Labor and Workforce Development
Deputy Assistant Director, Division of One Stop Programs and Services
P.O. Box 055
Trenton, New Jersey 08625-0055

I have read and acknowledge receipt of a copy of the above procedures.

Applicant's Signature

Date

**COMPLAINT FORM FOR PARTICIPANTS
ENROLLED IN WIA-FUNDED PROGRAMS**

PARTICIPANT'S NAME: _____
Last First Middle

Address: _____
City State Zip

Telephone: _____ Social Security #: _____

Program of Study: _____

Instructor: _____

SUBMIT THIS GRIEVANCE TO YOUR INSTRUCTOR OR SUPERVISOR

A. Nature of Complaint: _____

B. Corrective Action Recommended by Grievant: _____

Grievant's Signature _____ Date: _____

Supervisor's Signature _____ Date: _____

FOR SERVICE PROVIDER/WIA STAFF USE ONLY

(Staff member completing stages of this form must initial each notation)

LEVEL ONE:

Further Action Required

- _____ 1. None-
Complaint resolved – Date: _____
_____ 2. Participant requests formal grievance
to proceed to Level 2.

LEVEL TWO:

Date Hearing Requested: _____

Date Hearing Scheduled: _____

Date Decision Issued: _____

(Attach copy of decision)

_____ No decision issued within 60 days.

_____ Participant requests appeal to NJDOL

SIGNATURE PAGE

I certify that:

1. I am the official of the Contractor authorized to sign this Agreement.
2. The Contractor agrees to comply with terms of this Contract.
3. This Contractor has reviewed the information in this Contract.
4. This Contractor understands that the Family Literacy Program will follow the Literacy Plan submitted by the Gloucester County Workforce Investment Board and approved by the New Jersey State Employment & Training Commission.
5. This Contractor agrees to follow the Workplace Literacy Program Administrative Instructions (to be provided by the Sponsor) established by the State of New Jersey.
6. This Contract has been accepted by the Contractor and its Executive Officers, Board Members, Administrators and any and all other appropriate Contractor Officials.
7. As a condition to the award of financial assistance under the Workforce Investment Act the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of August 1998 and with all applicable requirements imposed by or pursuant to all Federal non-discrimination laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of the assurance.

In Witness Whereof, the Sponsor and the Contractor have executed this Contract.

APPROVED FOR THE SPONSOR

APPROVED FOR THE CONTRACTOR

Robert M. Damminger, Freeholder Director

Frederick Keating, Interim President

WITNESS:

**Robert N. DiLella
Clerk of the Board**

B2

**RESOLUTION AMENDING THE CONTRACT WITH THE NEW JERSEY
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT; TRANSFERRING
FUNDS OF \$17,532.42 FROM DISLOCATED WORKER TO THE ADULT
PROGRAM FOR THE GRANT PERIOD JULY 1, 2010 TO JUNE 30, 2011**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on September 1, 2010, authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2010 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines in the amount of \$3,297,050.00; and

WHEREAS, subsequent Resolutions were adopted increasing the total Contract amount on February 2, 2011 in the amount of \$18,236.00; February 16, 2011 in the amount of \$50,000.00; and April 16, 2011 in the amount of \$35,294.00; and October 5, 2011 decreasing the amount by \$777.00; and

WHEREAS, due to a transfer of funds between two federal programs, it is necessary to reflect the transfer amount of \$17,532.42 in the appropriate lines of the NJLWD contract for the grant period July 1, 2010 to June 30, 2011. There is no change in the total grant amount; it remains at \$3,399,803.00; and

WHEREAS, all terms and provisions of the previously executed Contract and subsequent Amendments, with the exception of the total contract amount, will continue in full force and effect.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board are hereby authorized to execute the Contract Amendment and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor for the grant period July 1, 2010 through June 30, 2011 consistent with this Resolution.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 21, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

133

**RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER
INTO NJDOT FEDERAL AID AGREEMENT #11-DT-BLA-613 FOR FEDERAL
FUNDING AVAILABLE IN AN AMOUNT NOT TO EXCEED \$1,983,154.00, FOR
THE RESURFACING AND SAFETY IMPROVEMENTS TO BUCK ROAD (CR553)
1000' N. OF CLAYTON AVENUE (CR 608) TO SALEM COUNTY LINE IN
THE TOWNSHIPS OF ELK AND FRANKLIN, GLOUCESTER COUNTY**

WHEREAS, the Office of the Gloucester County Engineer has recommended that an Agreement be entered into by and between the County of Gloucester (hereinafter the "County") and the New Jersey Department of Transportation (hereinafter "NJDOT") for resurfacing and safety improvements to Buck Road (CR 553) from 1000' N. of Clayton Avenue (CR608) to the Salem County Line in the Townships of Elk & Franklin, Gloucester County, as per Federal Project #STP-0144(109), and Engineering Project #11-03 FA (hereinafter the "Project"); and

WHEREAS, the said agreement is referred to as Federal Agreement #11-DT-BLA-613, and is a cost reimbursement agreement from the NJDOT to the County, in an amount not to exceed \$1,983,154.00; and

WHEREAS, the Board of Chosen Freeholders of the County believes that the Project will be beneficial to the County, and its residents and desires to enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County that the Federal Aid Agreement #11-DT-BLA-613 by and between the County and the NJDOT is hereby authorized and approved for the construction cost of the Project, said cost reimbursement being in an amount not to exceed \$1,983,154.00; and

BE IT FURTHER RESOLVED that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute Federal Agreement #11-DT-BLA-613 on behalf of the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 21, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B4

**RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER #01-INCREASE
WITH SOUTH STATE, INC. IN THE AMOUNT OF \$40,286.89 REGARDING COUNTY
ENGINEERING PROJECT 05-01SA**

WHEREAS, the County of Gloucester (hereinafter the "County") has received bids for the construction of the Barnsboro Traffic Intersection: Main Street (CR553A), Breakneck Road (CR603) and Richwood Road (CR609), in Mantua Township, Gloucester County, Engineering Project #05-01SA (hereinafter the "Project"); and

WHEREAS, a contract for the Construction of the Project was previously awarded to South State, Inc. (hereinafter "South State"), with offices at P.O. Box 68, Bridgeton, NJ 08302 in the original amount of \$1,347,338.40 (hereinafter the "Contract"); and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Increase #01, which will increase the total amount of the Contract with South State by \$40,286.89, resulting in a new total Contract amount of \$1,387,625.29; and

WHEREAS, the Change Order is necessitated by adjustments made to the length and height of retaining walls 4 & 5 to fit existing topography as the existing grades were found to be higher than the original topographic survey revealed; and this change order also provides for a driveway culvert adjacent to the wall #5, and stabilization of the steep slope behind a portion of wall #5; and

WHEREAS, this Project is 100% State Aid Funded; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$40,286.89, pursuant to C.A.F. #11-11295 which amount shall be charged against budget line item C-04-11-013-165-13225.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That the hereinabove referenced Change Order #01-Increase be, and the same hereby is, approved; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized to execute said Change Order for the aforementioned purpose on behalf of the County of Gloucester; and
3. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order #01-Increase regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

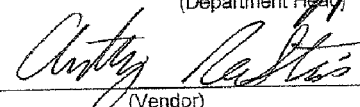
ATTEST:

ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: South State, Inc.
2. Description of Project or Contract: Reconstruction of Barnsboro Intersection, CR 553, 603 and 609
3. Date of Original Contract: June 22, 2011
4. P.O. Number: 11-05917
5. Amount of Original Contract: \$ 1,347,338.40
6. Amount of Previously Authorized Change Order \$ 0.00
7. Amount of this Change Order: \$ 40,286.89
8. New Total Amount of Contract
(Total of Numbers 5, 6 & 7 Above) \$ 1,387,625.29
9. Need or Purpose of this Change Order:
This change order adjusts length and height of retaining walls 4 & 5 to fit existing topography. The existing grades were found to be higher than the original topographic survey revealed. This change order also provides for a driveway culvert adjacent to the wall #5 and stabilization of the steep slope behind a portion of wall #5.

This change order requested by  on 11-30-11
(Department Head) (Date)

Accepted by  on 10/31/11
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester
Attest:

Robert N. DiLella, Clerk

By: _____
Robert M. Damming, Director

TO ALL VENDORS:

THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER WITH APPROPRIATE RESOLUTION.

COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N.J. 08096

B4

Certificate of Availability of Funds

TREASURER'S NO. 11-11295 DATE June 08, 2011

C-04-11-013-165-13225 (\$40,286.89)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$40,286.89 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION:

Resolution authorizing a Contract Change Order #01-Increase for adjustments to the length & height of retaining walls 4 & 5 to fit existing topography. The existing grades were found to be higher than the original topographic survey revealed. This change order also provides for a driveway culvert adjacent to the wall #5 and stabilization of the steep slope behind a portion of wall #5, in association w/the Construction of the Barnsboro Traffic Intersection: Main St (CR553A), Breakneck Rd (CR603) & Richwood Rd (CR609), in Mantua Twp, Glou Co., this project is 100% State Aid Funded, Engineering Project #05-01SA.

VENDOR: South State, Inc.

ADDRESS: P.O. Box 68

Bridgeton, NJ 08302

 12-2-11
DEPARTMENT HEAD APPROVAL

Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED


PURCHASING AGENT

☐ RETURNED TO DEPARTMENT
☐ NOT APPROVED

DATE PROCESSED

12-12-11

Meeting Date: December 21st, 2011

B5

**RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER, DECREASE
#03-FINAL WITH SOUTH STATE, INC., IN THE AMOUNT OF \$122,633.71
REGARDING COUNTY ENGINEERING PROJECT #99-14FA**

WHEREAS, the County of Gloucester (hereinafter "County") previously advertised for the receipt of public bids for the construction of the Reconstruction of Tuckahoe Road, County Route 557, from 500 feet +/- north of Marsh Lake Branch to US Route 40, Harding Highway, Section 6, Franklin Township, Gloucester County, New Jersey Federal Project No. STP-0178(109) Construction, Engineering Project #99-14FA (hereinafter "Project"); and

WHEREAS, a contract for the Project was previously awarded to South State, Inc., (hereinafter "South State") with offices at P.O. Box 68, Bridgeton, NJ 08312 in the original amount of \$2,341,720.21 (hereinafter the "Contract"); and

WHEREAS, the original Contract amount has previously been amended by change order, which increased the original Contract amount by \$198,542.05; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Decrease #03-Final, which will decrease the total amount of the contract with South State by \$122,633.71, resulting in a new total contract amount of \$2,417,628.55; and

WHEREAS, the decrease is necessary to adjust the contract amount based upon final "As-Built" quantity adjustments to reflect actual field conditions, Supplemental Items include 4' Vinyl Fence, 6' Vinyl Fence, Guide Rail Post Modifications and Asphalt Penalty, resulting in the Contract decrease; and

WHEREAS, the Project is a 100% Federally funded stimulus project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. That the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "Board") does hereby approve the hereinabove referenced Change Order Decrease #03-Final regarding the Contract for the Project; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order Decrease #03-Final for the aforementioned purposes on behalf of the County; and
3. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Decrease #03-Final regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 1 of 2
Order No: 3 (Final)
Order Letter:
Date: 11/28/11

Project: Reconstruction of Tuckahoe Road (C.R. 557)
Federal Project No: STP-0178 (109) Construction Doc. No.
Contractor: South State, Inc., P.O. Box 68, Bridgeton, NJ 08302

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Tuckahoe Road C.R. 557, 500' +/- north of Marsh Lake Branch to US Rte 40, Gloucester Co. NJ

Nature and reason for order: Final As-Built Quantities
Supplemental Items include 4' vinyl fence, 6' vinyl fence, guiderail post attachments and asphalt penalty

___ Extension ___ Reduction of time recommended for this order: No change

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	\$2,341,720.21	\$0.00	\$2,341,720.21
Adjusted amount based on orders No. 1, 2, Final	\$2,417,628.55	\$0.00	\$2,417,628.55

CONTRACT TIME
Original Completion Date: Jan. 4, 2011
Adjustment This Order: NA
Previous Adjustments: (+) 0
Adjusted Completion Date: NA

ORDER NO. 3 (Final)	X Road	___ Bridge	___ Other
	Road	Bridge	Total
Extra Work:	-\$23,393.39	\$0.00	-\$23,393.39
Increases:	\$17,968.72	\$0.00	\$17,968.72
Decreases:	-\$117,210.04	\$0.00	-\$117,210.04
Total:	-\$122,633.71	\$0.00	-\$122,633.71

RESERVED FOR FHWA OR F.T.A.

Recommended:

County / Municipal / Sponsor's Engineer

Date

Approved:

Robert M. Demming

Date

Approved for Funding Participation Purposes:

Manager, District #4, Local Aid

Date

ALTERNATE PROCEDURES PROJECTS
This order is approved for Federal participation:
Director, Local Aid & Economic Development
Date

Accepted:

Contractor's Authorized Signature

Date

Name:

Title:

Unprotected

Protected by letter dated attached.

CONTRACTS PAYABLE SECTION
Reviewed by:
Date
Input Submitted by:
Date
Certification of Funds:
Director of Accounting & Auditing
Date

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 2 of 2
Order No: 3 (Final)
Order Letter:
Date: 11/28/11

Project: Reconstruction of Tuckahoe Road (C.R. 557)
Federal Project No: STP-0178 (109) Construction
Contractor: South State, Inc., P.O. Box 68, Bridgeton, NJ 08302

Doc. No.

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
INCREASES				
10	Construction Signs	393	\$9.00	\$3,537.00
13	Traffic Cones	40	\$50.00	\$2,000.00
18	Construction Driveway	12.48	\$75.00	\$936.00
55	HMA Driveway, 6" Thick	2	\$40.00	\$80.00
57	Precast Concrete Curb, Constr. Barrier, Type 4A	40	\$60.00	\$2,400.00
72	Monument	2	\$750.00	\$1,500.00
74	Beam Guide Rail	16	\$16.50	\$264.00
80	Rip Rap Stone Protection Channel 12" Thick	50	\$110.00	\$5,500.00
84	Traffic Stripes, Long Life, Epoxy Resin	599	\$0.28	\$167.72
95	3" Rigid Metallic Conduit, Type CUR	7	\$55.00	\$385.00
108	Pinus Strobus, B&B, 5-6' High	4	\$300.00	\$1,200.00
	Total Increases			\$17,968.72
DECREASES				
4	Field Office Type C Maintenance	-2	\$500.00	-\$1,000.00
5	Telephone Service	-1	\$1.00	-\$1.00
9	Breakaway Baricades	-41	\$50.00	-\$2,050.00
14	Police Traffic Directors	-82	\$80.00	-\$6,560.00
15	Traffic Control Trucks w/ Mounted Crash Cushions	-2	\$500.00	-\$1,000.00
16	Slit Fence	-12284	\$0.55	-\$6,745.20
17	Inlet Filters	-4	\$100.00	-\$400.00
19	Roadway Construction Temporary Erosion Control	-1526	\$0.01	-\$15.26
20	Coarse Aggregate Size No. 8	-4	\$100.00	-\$400.00
23	Roadway Excavation, Unclassified	2295	\$13.00	\$29,835.00
25	Rumble Strip	-15600	\$0.50	-\$7,800.00
26	Earth Excavation for Test Pits	-7	\$275.00	-\$1,925.00
28	Soil Aggregate Base Course, 6" thick	-1647	\$5.25	-\$8,646.75
29	Dense Graded Aggregate Base Course, 6" thick	-759	\$10.00	-\$7,590.00
31	Superpave HMA 25H64 Base Course, 4" Thick	-2032	\$11.00	-\$22,352.00
32	Superpave HMA 12H76 Base Course, 2" Thick	-1125	\$7.50	-\$8,437.50
33	Prime Coat	-10805	\$0.01	-\$108.05
34	Tack Coat	-2424	\$0.01	-\$24.24
35	18" RCCP	-27	\$50.00	-\$1,350.00
39	14"x23" RCCP HE IV	-18	\$125.00	-\$2,250.00
51	Concrete Gutter Slopes, 6" Thick	-2	\$220.00	-\$440.00
52	Concrete Island, Reinforced, 4" Thick	-140	\$55.00	-\$7,700.00
53	9"x16" Concrete Vertical Curb	-128	\$16.00	-\$2,048.00
60	Porous Fill	-80	\$70.00	-\$5,600.00
69	Tremie Concrete	-10	\$250.00	-\$2,500.00
78	Chain Link Fence, 4' High	-16	\$17.00	-\$272.00
83	Traffic Stripes	-6400	\$0.20	-\$1,280.00
85	Traffic Marking, Lines Long Life, Thermoplastic	-144	\$1.00	-\$144.00
87	Removal of Traffic Stripes and Markings	-7515	\$0.42	-\$3,156.30
88	Signs	-1203.69	\$21.00	-\$25,277.49
89	Two-way Plowable Monodir. White RPMs	-19	\$26.00	-\$494.00
90	Two-way Plowable Monodir. Amber RPMs	-33	\$26.00	-\$858.00
91	Guide Signs, Type GA, Steel "U" Post Support	-25	\$21.00	-\$525.00
94	1.6" Metallic Conduit, Type CUG	-40	\$22.00	-\$880.00
96	17"x30" Junction Box	-2	\$890.00	-\$1,780.00
98	Loop Detector	-380	\$10.00	-\$3,800.00
99	Flexible Highway Delineator Posts	-2	\$45.00	-\$90.00
102	Topsoil, 4" Thick	-1491	\$1.75	-\$2,609.25
104	Fertilizing and Seeding, Type 3	-1491	\$0.40	-\$596.40
105	Sodding	-1111	\$1.00	-\$1,111.00
106	Wood Mulching	-1111	\$1.00	-\$1,111.00
107	Straw Mulching	-12,024	\$0.40	-\$4,809.60
112	Non Vegetative Surface, HMA	-130	\$23.00	-\$2,990.00
	Total Decreases			-\$117,210.04

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 2 of 2
Order No: 3 (Final)
Order Letter:
Date: 11/28/11

EXTRAS				
SA-2	Zone 3 Borrow Excavation (DGA)	-16	\$18.00	-\$288.00
SA-3	Geo-Textile	105	\$2.50	\$262.50
SA-6	Borrow Excavation to Complete Project	8	\$42.00	\$336.00
SA-7	Substitute DGA for SABC 703+00 - 720+30	-1082	\$1.75	-\$1,893.50
SA-8	Anti Graffiti Coating	-207	\$4.55	-\$941.85
SA-9	Vinyl Fencing, 4' High	64	\$49.50	\$3,168.00
SA-10	Vinyl Fencing, 8' High	88	\$54.50	\$4,796.00
SA-11	Guardrail Post Modifications for Utility Conduits	1	\$7,999.00	\$7,999.00
SA-12	Asphalt Penalty	1	-\$36,866.54	-\$36,866.54
			Total Extras	-\$23,393.39
Total Amount Change Order No. 3 (Final)				-\$122,633.71

Amount of Original Amount: \$2,341,720.21

Adjusted Amount Based on CO # 1, 2, & Final \$2,417,628.55

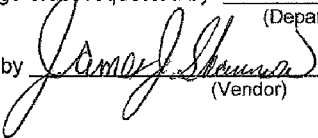
Total Change (+): \$75,908.34

% of Change in Contract (+) 3.24%

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: South State Inc., P.O. Box 68, Bridgeton, NJ 08602
2. Description of Project or Contract: Proposed Reconstruction of Tuckahoe Road, C.R. 557,
500' +/- north of Marsh Lake Branch to US Rte 40,
Sec. 6, Franklin Twp. Gloucester Co. NJ
3. Date of Original Contract: November 4th, 2009
4. P.O. Number: 09 -12710
5. Amount of Original Contract: \$2,341,720.21
6. Amount of Previously Authorized Change Orders \$ 198,542.05
7. Amount of this Change Order: \$(-122,633.71)
8. New Total Amount of Contact \$2,417,628.55
(Total of Numbers 5, 6 & 7 Above)
9. Need or Purpose of this Change Order:
Final "as-built" quantity adjustments to reflect actual field conditions,
Supplemental items include 4' vinyl fence, 6' vinyl fence, guiderail post modifications and
asphalt penalty. This project is 100% federally funded.

This change order requested by _____ on _____
(Department Head) (Date)

Accepted by  on 12-2-2011
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLella, Clerk

By: _____
Robert M. Damminger, Director

TO ALL VENDORS:

THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER WITH APPROPRIATE RESOLUTION.